



**NOTICE AND CALL OF A SPECIAL MEETING
OF THE
ORANGE COUNTY FIRE AUTHORITY
EXECUTIVE COMMITTEE**

A Special Meeting of the
Orange County Fire Authority Executive Committee
has been scheduled for June 26, 2014
at 4:30 p.m.

The meeting will be held at:
Orange County Fire Authority
Regional Fire Operations & Training Center
Board Room
1 Fire Authority Road
Irvine, CA

The business to be transacted at the meeting will be
as shown on the attached Agenda.

Opportunity will be provided for members of the public to address the
Orange County Fire Authority Executive Committee
regarding any item of business as described on the Agenda.

Steven Weinberg, Board Chair



ORANGE COUNTY FIRE AUTHORITY

AGENDA

Pursuant to the Brown Act, this meeting also constitutes a meeting of the Board of Directors.

EXECUTIVE COMMITTEE

SPECIAL MEETING

Thursday, June 26, 2014

4:30 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

Unless legally privileged, all supporting documentation and any writings or documents provided to a majority of the Executive Committee after the posting of this agenda, which relate to any item on this agenda will be made available for public review in the office of the Clerk of the Authority located on the 2nd floor of the OCFA Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602, during regular business hours, 8:00 a.m. - 5:00 p.m., Monday through Thursday, and every other Friday, (714) 573-6040. In addition, unless legally privileged, all supporting documentation and any such writings or documents will be available online at <http://www.ocfa.org>.

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, supporting documents, including staff reports, are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Friday from 8 A.M. to 5 P.M.

If you wish to speak before the Fire Authority Executive Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Committee. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

CALL TO ORDER

INVOCATION by OCFA Chaplain Warren Johnson

PLEDGE OF ALLEGIANCE by Director Kelley

ROLL CALL

PRESENTATIONS

No items.

PUBLIC COMMENTS

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Committee on items within the Committee's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Committee as a whole, and do not engage in dialogue with individual Committee Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at www.ocfa.org. You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Executive Committee meeting.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

MINUTES

- Minutes from the May 22, 2014, Regular Executive Committee Meeting**
Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:
Approve as submitted.

CONSENT CALENDAR

All matters on the consent calendar are considered routine and are to be approved with one motion unless a Committee Member or a member of the public requests separate action on a specific item.

- Monthly Investment Reports**
Submitted by: Patricia Jakubiak, Treasurer

Recommended Action:
Receive and file the reports.

- Annual Renewal of Aviation Insurance**
Submitted by: Jeremy Hammond, Human Resources Director

Recommended Action:
Approve and authorize the Fire Chief, or his designee, to bind the aviation insurance coverage with AIG for the policy period June 30, 2014, to June 30, 2015, for a premium amount of \$160,046.

4. Annual Renewal of General Liability Insurance Program With Fire Agencies Insurance Risk Authority (FAIRA)

Submitted by: Jeremy Hammond, Human Resources Director

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to approve renewal of the General Liability Program insurance coverage with FAIRA for the policy period July 1, 2014, to July 1, 2015, for a premium amount of \$933,072.

5. Annual Renewal of California State Association of Counties Excess Insurance Authority (CSAC-EIA) Workers' Compensation Program

Submitted by: Jeremy Hammond, Human Resources Director

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind insurance coverage with the CSAC-EIA for workers' compensation excess insurance with an annual premium of \$247,515 for coverage with a \$2,000,000 self-insured retention (SIR).

6. Alternative Dispute Resolution (ADR) Carve-out Pilot Program

Submitted by: Jeremy Hammond, Human Resources Director

Recommended Actions:

1. Approve and authorize the Fire Chief to sign Agreement for implementation of the Alternative Dispute Resolution Carve-out Pilot Workers' Compensation Program.
2. Approve and authorize the Fire Chief to execute the Memoranda of Understanding with OCPFA 3631; and authorize execution of the Physician, Mediator and Nurse Case Manager agreements.
3. Approve and authorize the Fire Chief, upon approval by the State of California Division of Industrial Relations, to implement the Alternative Dispute Resolution program as outlined in the Memorandum of Understanding.

7. Request for Proposal No. DC1909 – Occupational and WEFIT Medical Services

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Actions:

1. Approve and authorize the Fire Chief to execute the Professional Services Agreement with UCI COEH, for the initial one-year contract period not to exceed \$600,000.
2. Approve and authorize two (2) additional one-year extensions to the contract with pricing to remain the same in the second year, and a contract increase limited to 2% in the third year.

8. Request for Proposal No. MD1903 – Emergency Medical Supplies

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue the following three blanket order contracts for a combined annual expenditure not-to-exceed \$750,000.
 - a. Bound Tree Medical in the amount of \$240,000
 - b. Life Assist, Inc. in the amount of \$82,500
 - c. McKesson Medical-Surgical Inc. in the amount of \$427,500
2. Approve and authorize up to two (2) additional one-year extensions to these pricing contracts based on the pricing adjustments provided in the best and final offers (BAFO).

9. Request for Temporary Three (3) Month Intterra SituationAnalyst Service Extension Pending Initiation and Completion of Request for Proposal

Submitted by: Lori Smith, Assistant Chief/Fire Marshal, Community Risk Reduction Department

Recommended Action:

Approve and authorize the Purchasing Manager to extend the previous sole source blanket order (B01469) with Intterra Corporation through September 30, 2014, and provide an additional \$7,500.

10. Blanket Order Contract Extension – Santa Ana Plan Check Services

Submitted by: Lori Smith, Assistant Chief/Fire Marshal, Community Risk Reduction Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to renew the blanket order (B01465) with CSG Consultants for one year for a not to exceed amount of \$69,000.
2. Approve and authorize up to two (2) additional one-year extensions to this agreement.

11. Blanket Order Contract Extension – Janitorial Supplies

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to renew the blanket order contract (B01383-2) with Waxie Sanitary Supply for a not to exceed amount of \$180,000 for one additional contract term through August 1, 2015.

12. Blanket Order Contract Increases and Extensions – Fuels Contracts

Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to renew the annual blanket orders with vendors as proposed for OCFA gasoline, diesel, and jet fuel purchases as proposed.

13. Blanket Order Contract Extension – E911 and PBX Admin/Business Phone Systems
Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to renew and adjust annual Blanket Order BO1255-4 for Verizon, Inc. on a month-to-month basis for a period of time not to exceed one year, for time and materials support of OCFA's E911 and PBX Admin/Business phone systems.

14. Blanket Order Renewal – Microsoft Software Enterprise Agreements
Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to renew and adjust Blanket Order no. E00257-1 with Dell Computer, Inc. for \$312,590.78 to pay the third year Enterprise Agreement and annual true-up. This is the final year of this Microsoft Software Enterprise Agreement.

15. Blanket Order Renewals/Sole Source Approvals – Helmets and Defibrillator Supplies

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to renew the sole source blanket orders with vendors as proposed.

16. Sole Source Approval – Buxton
Submitted by: Mike Petro, Battalion Chief/Corporate Communications

Recommended Action:

Approve and authorize the Purchasing Manager to renew the sole source purchase order with Buxton for a not to exceed amount of \$25,000.

17. Sole Source Approval – Optisource
Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to Optisource for digital scanning of inactive paper files to CD ROM files at a cost not to exceed \$24,000 per year, for a three-year term effective July 1, 2014.

18. June Legislative Reports

Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Action:

Receive and file the reports.

19. Short Term Communication Plan – Communications LAB

Submitted by: Keith Richter, Fire Chief

Recommended Action:

Receive and file the report.

20. OCFA Implementation Action Plan – Management Partners Study

Submitted by: Keith Richter, Fire Chief

Recommended Action:

Receive and file the report.

END OF CONSENT CALENDAR**DISCUSSION CALENDAR****21. Executive Recruiting Firm - Fire Chief Recruitment**

Submitted by: Jeremy Hammond, Human Resources Director

Recommended Actions:

Review the proposed agenda item and recommend that the Board of Directors approve the following actions:

1. Direct staff to pursue an open recruitment using the services of an external Executive Recruiting Firm for completion of the OCFA Fire Chief recruitment.
2. Direct staff to complete a Request for Proposals (RFP) process to facilitate selection of an Executive Recruiting Firm.
3. Direct the *Fire Chief Recruitment Ad Hoc Committee* to conduct interviews with the top firms, following evaluation of proposals by staff, and to make a recommendation to the Executive Committee and Board of Directors for final contract award.

22. Director of Communications Recruitment Process

Submitted by: Jeremy Hammond, Human Resources Director

Recommended Actions:

Review the proposed agenda item and recommend that the Board of Directors approve the following action:

Delegate responsibility to the Executive Committee to conduct closed session interviews with the top Director of Communications candidates and recommend final candidates to the Board of Directors, as proposed.

23. Executive Committee Meeting Date/Time Options

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Actions:

1. Executive Committee to reconsider changing the regular meeting day of the Executive Committee from the fourth Thursday of the month to the third Thursday of the month and/or change meeting time.
2. If applicable, report any new revisions at the June 26, 2014, Board of Directors meeting in connection with the Board agenda item regarding the proposed amendments to the Board Rules of Procedure.

REPORTS

No items.

COMMITTEE MEMBER COMMENTS

CLOSED SESSION

No items.

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, July 24, 2014, at 4:30 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 19th day of June 2014.

Sherry A.F. Wentz, CMC
Clerk of the Authority

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, July 9, 2014, 12 noon
Claims Settlement Committee Meeting	Thursday, July 24, 2014, 4:00 p.m.
Executive Committee Meeting	Thursday, July 24, 2014, 4:30 p.m.
Board of Directors Meeting	Thursday, July 24, 2014, 6:30 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, May 22, 2014
5:30 P.M.**

**Regional Fire Operations and Training Center
Board Room
1 Fire Authority Road
Irvine, CA 92602**

CALL TO ORDER

The regular and the special meetings of the Orange County Fire Authority Executive Committee were called to order on May 22, 2014, at 5:30 p.m. by Chair Steven Weinberg.

INVOCATION

Chaplain Jeff Hetschel offered the invocation.

PLEDGE OF ALLEGIANCE

Director Hernandez led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Randal Bressette, Laguna Hills
Gene Hernandez, Yorba Linda
Jeffrey Lalloway, Irvine
Al Murray, Tustin
David Shawver, Stanton
Todd Spitzer, County of Orange
Beth Swift, Buena Park
Steven Weinberg, Dana Point

Absent: Trish Kelley, Mission Viejo

Also present were:

Fire Chief Keith Richter	General Counsel David Kendig
Deputy Chief Craig Kinoshita	Assistant Chief Brian Stephens
Assistant Chief Dave Thomas	Assistant Chief Lori Zeller
Clerk of the Authority Sherry Wentz	Assistant Clerk Lydia Slivkoff

PUBLIC COMMENTS (F: 12.02A3)

Chair Weinberg opened the Public Comments portion of the meeting. Chair Weinberg closed the Public Comments portion of the meeting without any comments.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 12.02A6)

Budget and Finance Committee Chair Beth Swift reported at the May 14, 2014, meeting of the Budget and Finance Committee, the Committee discussed and voted unanimously to recommend the Executive Committee approve the Monthly Investment Report, the Quarterly Financial Newsletter, and the proposed contract extension for banking and custodial services.

MINUTES

1. Minutes from the April 21, 2014, Special Executive Committee Meeting (A) and April 24, 2014, Regular and Special Executive Committee Meetings (B) (F: 12.02A2)

On motion of Vice Chair Murray and second by Director Bressette, the Executive Committee voted to approve the Minutes from the April 21, 2014, Special Executive Committee and April 24, 2014, Regular Executive Committee meetings.

The motion carried with Director Lalloway noting an abstention for the Minutes of the April 21, 2014, Special Executive Committee meeting.

CONSENT CALENDAR

Director Spitzer pulled Agenda Item No. 9 for separate consideration.

2. Monthly Investment Reports (F: 11.10D2)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to receive and file the reports.

3. Financial Newsletter – July 2013 to March 2014 (F: 15.07)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to receive and file the report.

4. Contract Extension for Banking and Custodial Services (F: 17.10F2)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to:

1. Authorize the Purchasing Manager to extend the banking and custodial services contracts with UB for a three-year term commencing on January 1, 2015, at a fixed pricing level as detailed in the submitted Union Bank Contract Extension Proposal for banking and custodial services.
2. Authorize the Purchasing Manager to extend the contract for two additional one-year terms upon the expiration of the three-year term, subject to negotiations between the OCFA and the bank, provided that fee increases do not exceed the increase in the Consumer Price Index for the Greater Orange County Metro Area.

Minutes

OCFA Executive Committee Regular Meeting

May 22, 2014 Page - 2

5. Quarterly Report of Claims (F: 18.10D)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to receive and file the report.

6. Approval of Contract with TargetSolutions for a Training Delivery and Records Management System (F: 19.08A2a3)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to approve and authorize the Fire Chief to sign the agreement for online annual user license and subscription fee for TargetSolutions training and online risk management program for a term of up to three years for a not to exceed amount of \$100,000 per year or \$300,000 aggregate.

7. Sole Source Approval – Eagle Aerial Imaging (F: 19.08A6C)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to approve and authorize the Purchasing Manager to issue a purchase order to Eagle Aerial Imaging for 2013 digital orthography Geographic Information System data at a cost not to exceed \$63,000.

8. Sole Source Renewals - Orange County Sheriff's Department, FATPOT Technologies, TriTech Computer Aided Dispatch, Stratus Technologies, and Oracle America Technical Support Services (F: 19.08A2) (F: 19.08A5)

On motion of Director Bressette and second by Director Lalloway, the Executive Committee voted unanimously to approve and authorize the Purchasing Manager to renew and adjust sole source Blanket Orders with the Orange County Sheriff's Department and other key vendors, as indicated for the OCFA's Automatic Vehicle Locator (AVL) and Computer Aided Dispatch (CAD) system licenses and maintenance.

9. Blanket Order Contract Increases and Extensions (F: 15.09F)

Director Spitzer pulled the agenda item to note he would be abstaining on the contract regarding Cox Communication and requested this contract be bifurcated from the remaining items.

A brief discussion ensued.

On motion of Director Spitzer and second by Director Bressette, the Executive Committee voted unanimously to bifurcate the consideration of the contract concerning Cox Communication for separate consideration, and approve and authorize the Purchasing Manager to renew and adjust annual Blanket Orders with vendors, excluding Cox Communications, as indicated for Information Technology services and supplies.

On motion of Director Bressette and second by Director Swift, the Executive Committee voted to approve and authorize the Purchasing Manager to renew and adjust the annual Blanket Order with Cox Communications. Motion carried with Director Spitzer abstaining.

END OF CONSENT CALENDAR

DISCUSSION CALENDAR

10. May Legislative Reports (F: 11.10F1)

Fire Chief Richter introduced Legislative Analyst Jay Barkman who provided a detailed report on the May legislative reports.

On motion of Vice Chair Murray and second by Director Swift, the Executive Committee voted unanimously to approve the recommended legislative positions as submitted, excluding AB 2493 (Bloom), Redevelopment dissolution: bond proceeds, and amending AB 1035, Workers Compensation Death Benefits to include a support position.

On motion of Director Swift and second by Vice Chair Murray, the Executive Committee voted to approve the support of AB 2493 (Bloom), Redevelopment dissolution: bond proceeds. Motion carried with Director Lalloway voting in opposition.

11. Executive Committee Meeting Date/Time Options (F: 12.02A)

Fire Chief Richter introduced Assistant Chief Zeller who provided an overview on Executive Committee meeting date and time options.

On motion of Chair Weinberg and second by Director Spitzer, the Executive Committee voted unanimously to direct staff to prepare an amendment to the Board Rules of Procedure for consideration and approval by the Board of Directors at their June 26, 2014, meeting to:

1. Change the Claims Settlement Committee regular meeting start time to 4:00 p.m.
2. Change the Executive Committee regular meeting start time to 4:30 p.m.

REPORTS

No items.

COMMITTEE MEMBER COMMENTS (F: 12.02A4)

The Committee had no comments.

CLOSED SESSION (F: 12.02A5)

No items.

ADJOURNMENT – Chair Weinberg adjourned the meeting at 6:14 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, June 26, 2014, at 5:30 p.m.

Sherry A.F. Wentz, CMC
Clerk of the Authority

CONSENT CALENDAR - AGENDA ITEM NO. 2
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer

SUBJECT: **Monthly Investment Reports**

Summary:

This agenda item is submitted to the Committee in compliance with the investment policy of the Orange County Fire Authority and with Government Code Section 53646.

Committee Action:

At its June 11, 2014, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action:

Receive and file the reports.

Background:

Attached is the final monthly investment report for the month ended April 30, 2014. A preliminary investment report as of May 23, 2014, is also provided as the most complete report that was available at the time this agenda item was prepared.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Patricia Jakubiak, Treasurer

Triciajakubiak@ocfa.org

(714) 573-6301

Attachment:

Final Investment Report – April 2014 / Preliminary Report – May 2014

Orange County Fire Authority Monthly Investment Report



Final Report – April 2014

Preliminary Report – May 2014



Monthly Investment Report Table of Contents

<i>Final Investment Report – April 30, 2014.....</i>	<i>1</i>
<i>Executive Summary.....</i>	<i>2</i>
<i>Benchmark Comparison.....</i>	<i>3</i>
<i>Portfolio Size, Yield, & Duration.....</i>	<i>3</i>
<i>Portfolio Summary.....</i>	<i>4</i>
<i>Portfolio Details.....</i>	<i>5</i>
<i>Aging Report.....</i>	<i>8</i>
<i>Notes to Portfolio Management Report.....</i>	<i>9</i>
<i>Local Agency Investment Fund.....</i>	<i>10</i>
<i>Preliminary Investment Report – May 23, 2014.....</i>	<i>12</i>
<i>Portfolio Summary.....</i>	<i>13</i>
<i>Portfolio Details.....</i>	<i>14</i>
<i>Aging Report.....</i>	<i>17</i>
<i>Notes to Portfolio Management Report.....</i>	<i>18</i>



Orange County Fire Authority

Final Investment Report

April 30, 2014



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of April 2014, the size of the portfolio increased significantly from \$122.6 million to \$170.0 million. Significant receipts for the month included the sixth apportionment of secured property taxes in the amount of \$61.6 million and various contract and grant payments totaling \$4.4 million. Significant disbursements for the month included primarily biweekly payrolls. The portfolio's balance is expected to decrease in the following month as there are no major receipts scheduled for May.

In April, the portfolio's yield to maturity (365-day equivalent) decreased by 5 basis points to 0.23% while the effective rate of return decreased by 2 basis points to 0.28% for the month and remained unchanged at 0.32% for the fiscal year to date. The average maturity of the portfolio lengthened by 36 days to 200 days to maturity.

Economic News

In April 2014, U.S. economic activity continued to improve, although activity stayed persistently mixed overall. On the upside, employment conditions improved noticeably in April. There were a total of 288,000 new jobs created for the month, a much stronger number than expected. The unemployment rate also improved, declining to 6.3% from 6.7% previously; however, the decline in the unemployment rate was largely due to a significant drop in the labor force. Both manufacturing and non-manufacturing sectors continued to expand in April. Durable goods orders increased slightly, but beat a slight expected decrease. Retail sales also increased, but disappointingly less than expected for the month, while consumer confidence measures remained mixed in April. On the other hand, industrial production unexpectedly dropped in April. Inflation picked up by 0.3% for the month, but remained controlled at 2.0% for the twelve-month period ending April 2014. Housing activity stayed slow overall. In addition, the revised GDP (Gross Domestic Product) for the first quarter of 2014 was surprisingly much weaker than expected, showing a contraction in U.S. economic activity at a negative 1.0% annual rate, which indicates a continuing trend of a slow and fragile economic recovery.



BENCHMARK COMPARISON AS OF APRIL 30, 2014

3 Month T-Bill: 0.03%	1 Year T-Bill: 0.11%
6 Month T-Bill: 0.05%	LAIF: 0.23%
OCFA Portfolio: 0.28%	

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$170,041,794	\$122,642,674	\$161,624,303
Yield to Maturity (365 day)	0.23%	0.28%	0.28%
Effective Rate of Return	0.28%	0.30%	0.36%
Days to Maturity	200	164	307



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
April 30, 2014

Orange County Fire Authority
 1 Fire Authority Road
 Irvine, CA 92602
 (714)573-6301

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	14,963,425.09	14,963,425.09	14,963,425.09	8.71	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	15,000,000.00	14,994,380.00	14,997,677.22	8.73	102	69	0.091	0.093
Federal Agency Coupon Securities	36,833,333.33	36,701,051.66	36,857,471.93	21.45	1,439	802	0.670	0.679
Federal Agency Disc. -Amortizing	55,000,000.00	54,995,730.00	54,996,619.03	32.01	87	69	0.035	0.036
Local Agency Investment Funds	50,000,000.00	50,015,855.90	50,000,000.00	29.10	1	1	0.230	0.233
Investments	171,796,758.42	171,670,442.65	171,815,193.27	100.00%	346	200	0.230	0.233
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	(See Note 4 on page 9) -1,319,502.43	-1,319,502.43	-1,319,502.43		0	0	0.000	0.000
Accrued Interest at Purchase		26,802.08	26,802.08					
Subtotal		-1,292,700.35	-1,292,700.35					
Total Cash and Investments	170,477,255.99	170,377,742.30	170,522,492.92		346	200	0.230	0.233

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	29,914.48	346,302.59
Average Daily Balance	131,516,586.56	131,641,700.11
Effective Rate of Return	0.28%	0.32%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2014. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak
 Patricia Jakubiak, Treasurer 5/2/14

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 170,522,492.92
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ (480,699.41)
Total	\$ 170,041,793.51

Page 4

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 30, 2014

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	High Mark 100% US Treasury MMF		(See Note 4 on page 9)	14,963,425.09	14,963,425.09	14,963,425.09	0.001	0.001	1	
Subtotal and Average			10,908,245.52		14,963,425.09	14,963,425.09	14,963,425.09		0.001	1	
Commercial Paper Disc. -Amortizing											
36959JF65	818	GEN ELEC CAP CRP		03/06/2014	8,000,000.00	7,998,720.00	7,999,120.00	0.110	0.112	36	06/06/2014
36959JHF3	825	GEN ELEC CAP CRP		04/24/2014	7,000,000.00	6,995,660.00	6,998,557.22	0.070	0.071	106	08/15/2014
Subtotal and Average			9,631,752.71		15,000,000.00	14,994,380.00	14,997,677.22		0.093	69	
Federal Agency Coupon Securities											
3133ECM76	809	Federal Farm Credit Bank (Callable anytime)		04/25/2013	9,000,000.00	8,985,870.00	8,995,840.95	0.400	0.424	722	04/22/2016
3134G4TC2	821	Fed Home Loan Mtg Corp (Callable 7-30-14)		04/23/2014	7,500,000.00	7,518,675.00	7,518,579.90	1.550	0.545	90	01/30/2018
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	5,974,380.00	6,000,000.00	1.000	0.981	1,196	08/09/2017
3133813R4	800	Fed Home Loan Bank (Callable 5-9-14)		12/20/2012	9,000,000.00	8,888,580.00	9,010,380.44	1.000	0.966	1,288	11/09/2017
313382DC4	803	Fed Home Loan Bank (Callable anytime)		03/15/2013	5,333,333.33	5,333,546.66	5,332,670.64	0.470	0.477	676	03/07/2016
Subtotal and Average			31,344,060.98		36,833,333.33	36,701,051.66	36,857,471.93		0.679	802	
Federal Agency Disc. -Amortizing											
313397F55	827	Freddie Mac		04/24/2014	5,000,000.00	4,999,050.00	4,999,441.67	0.030	0.031	134	09/12/2014
313385XD3	819	Fed Home Loan Bank		03/13/2014	9,000,000.00	8,999,820.00	8,999,725.00	0.050	0.051	22	05/23/2014
313385YW0	820	Fed Home Loan Bank		03/31/2014	9,000,000.00	8,999,370.00	8,999,527.50	0.030	0.031	63	07/03/2014
313385YG5	822	Fed Home Loan Bank		04/24/2014	9,000,000.00	8,999,640.00	8,999,448.75	0.045	0.046	49	08/19/2014
313385YU4	823	Fed Home Loan Bank		04/24/2014	8,000,000.00	7,999,440.00	7,999,661.11	0.025	0.026	61	07/01/2014
313385ZM1	824	Fed Home Loan Bank		04/24/2014	9,000,000.00	8,999,190.00	8,999,415.00	0.030	0.031	78	07/18/2014
313385D78	826	Fed Home Loan Bank		04/24/2014	6,000,000.00	5,999,220.00	5,999,400.00	0.030	0.031	120	08/29/2014
Subtotal and Average			29,631,631.68		55,000,000.00	54,995,730.00	54,996,619.03		0.036	69	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			50,000,000.00	50,015,855.90	50,000,000.00	0.233	0.233	1	
Subtotal and Average			50,000,895.67		50,000,000.00	50,015,855.90	50,000,000.00		0.233	1	
Total and Average			131,516,586.56		171,796,758.42	171,670,442.65	171,815,193.27		0.233	200	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
April 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10104	10104	American Benefit Plan Admin		07/01/2013	15,000.00	15,000.00	15,000.00		0.000	1
SYS10033	10033	Revolving Fund		07/01/2013	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank of California		07/01/2013	-1,604,502.43	-1,604,502.43	-1,604,502.43	(See Note 4 on page 9)	0.000	1
SYS361	361	YORK		07/01/2013	250,000.00	250,000.00	250,000.00		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		26,802.08	26,802.08			0
Subtotal						-1,292,700.35	-1,292,700.35			
Total Cash and Investments			131,516,586.56		170,477,255.99	170,377,742.30	170,522,492.92		0.233	200

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of May 1, 2014

Orange County Fire Authority
 1 Fire Authority Road
 Irvine, CA 92602
 (714)573-6301

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(05/01/2014 - 05/01/2014)	6 Maturities	0 Payments	63,643,922.66	37.33%	63,643,922.66	63,659,778.56
Aging Interval:	1 - 30 days	(05/02/2014 - 05/31/2014)	1 Maturities	0 Payments	9,000,000.00	5.28%	8,999,725.00	8,999,820.00
Aging Interval:	31 - 60 days	(06/01/2014 - 06/30/2014)	2 Maturities	0 Payments	17,000,000.00	9.97%	16,998,568.75	16,998,360.00
Aging Interval:	61 - 91 days	(07/01/2014 - 07/31/2014)	3 Maturities	0 Payments	26,000,000.00	15.25%	25,998,603.61	25,998,000.00
Aging Interval:	92 - 121 days	(08/01/2014 - 08/30/2014)	2 Maturities	0 Payments	13,000,000.00	7.62%	12,997,957.22	12,994,880.00
Aging Interval:	122 - 152 days	(08/31/2014 - 09/30/2014)	1 Maturities	0 Payments	5,000,000.00	2.93%	4,999,441.67	4,999,050.00
Aging Interval:	153 - 183 days	(10/01/2014 - 10/31/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(11/01/2014 - 01/30/2015)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(01/31/2015 - 05/01/2015)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(05/02/2015 - 04/30/2017)	2 Maturities	0 Payments	14,333,333.33	8.40%	14,328,511.59	14,319,416.66
Aging Interval:	1096 - 1825 days	(05/01/2017 - 04/30/2019)	3 Maturities	0 Payments	22,500,000.00	13.21%	22,528,960.34	22,381,635.00
Aging Interval:	1826 days and after	(05/01/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			20 Investments	0 Payments		100.00	170,495,690.84	170,350,940.22



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2013 includes an increase of \$13,660 to the LAIF investment and a decrease of \$(494,359) to the remaining investments.
- Note 4: The Highmark money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of April 30, 2014, OCFA has \$50,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2014 is 1.000317118. When applied to OCFA's LAIF investment, the fair value is \$50,015,856 or \$15,856 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at April 30, 2014 is included on the following page.

**State of California
Pooled Money Investment Account
Market Valuation
4/30/2014**

Description	Carrying Cost Plus Accrued Interest Purch.		Fair Value	Accrued Interest		
United States Treasury:						
Bills	\$	14,384,581,975.64	\$	14,396,101,500.00	NA	
Notes	\$	19,416,320,497.07	\$	19,431,452,000.00	\$	16,581,474.00
Federal Agency:						
SBA	\$	574,456,315.61	\$	571,605,947.50	\$	532,711.73
MBS-REMICs	\$	128,087,477.02	\$	137,610,917.56	\$	610,713.77
Debentures	\$	1,442,755,391.02	\$	1,441,895,020.00	\$	3,277,605.70
Debentures FR	\$	-	\$	-	\$	-
Discount Notes	\$	1,649,032,750.03	\$	1,649,902,500.00	NA	
GNMA	\$	-	\$	-	\$	-
Supranational Debentures	\$	149,906,515.88	\$	149,916,000.00	\$	213,889.00
CDs and YCDs FR	\$	-	\$	-	\$	-
Bank Notes	\$	600,000,000.00	\$	599,951,268.23	\$	211,333.34
CDs and YCDs	\$	12,000,000,919.77	\$	11,996,043,092.60	\$	4,129,257.00
Commercial Paper	\$	7,897,516,194.49	\$	7,897,225,375.00	NA	
Corporate:						
Bonds FR	\$	-	\$	-	\$	-
Bonds	\$	-	\$	-	\$	-
Repurchase Agreements	\$	-	\$	-	\$	-
Reverse Repurchase	\$	-	\$	-	\$	-
Time Deposits	\$	4,653,640,000.00	\$	4,653,640,000.00	NA	
AB 55 & GF Loans	\$	252,317,416.02	\$	252,317,416.02	NA	
TOTAL	\$	63,148,615,452.55	\$	63,177,661,036.91	\$	25,556,984.54

Fair Value Including Accrued Interest \$ 63,203,218,021.45

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).



Orange County Fire Authority
Preliminary Investment Report
May 23, 2014



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
May 23, 2014

Orange County Fire Authority
 1 Fire Authority Road
 Irvine, Irvine, CA 92602
 (714)573-6301

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	11,494,464.27	11,494,464.27	11,494,464.27	7.21	1	1	0.001	0.001
Commercial Paper Disc. -Amortizing	15,000,000.00	14,997,020.00	14,998,552.49	9.41	102	46	0.091	0.093
Federal Agency Coupon Securities	36,833,333.33	36,805,520.00	36,852,639.52	23.13	1,439	779	0.670	0.679
Federal Agency Disc. -Amortizing	46,000,000.00	45,997,750.00	45,997,836.39	28.87	90	55	0.033	0.033
Local Agency Investment Funds	50,000,000.00	50,015,855.90	50,000,000.00	31.38	1	1	0.230	0.233
Investments	159,327,797.60	159,310,610.17	159,343,492.67	100.00%	369	201	0.245	0.249
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	921,528.69	921,528.69	921,528.69		1	1	0.000	0.000
Accrued Interest at Purchase		26,802.08	26,802.08					
Subtotal		948,330.77	948,330.77					
Total Cash and Investments	160,249,326.29	160,258,940.94	160,291,823.44		369	201	0.245	0.249

Total Earnings	May 23 Month Ending	Fiscal Year To Date
Current Year	25,518.97	371,821.56
Average Daily Balance	166,946,811.32	134,124,934.23
Effective Rate of Return	0.24%	0.31%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2014. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 160,291,823.44
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (480,699.41)
Total	\$ 159,811,124.03

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 23, 2014

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	High Mark 100% US Treasury MMF			11,494,464.27	11,494,464.27	11,494,464.27	0.001	0.001	1	
Subtotal and Average			10,487,770.96		11,494,464.27	11,494,464.27	11,494,464.27		0.001	1	
Commercial Paper Disc. -Amortizing											
36959JF65	818	GEN ELEC CAP CRP		03/06/2014	8,000,000.00	7,999,680.00	7,999,682.22	0.110	0.112	13	06/06/2014
36959JHF3	825	GEN ELEC CAP CRP		04/24/2014	7,000,000.00	6,997,340.00	6,998,870.27	0.070	0.071	83	08/15/2014
Subtotal and Average			14,998,133.88		15,000,000.00	14,997,020.00	14,998,552.49		0.093	48	
Federal Agency Coupon Securities											
3133ECM76	809	Federal Farm Credit Bank (Callable anytime)		04/25/2013	9,000,000.00	8,993,610.00	8,995,975.49	0.400	0.424	699	04/22/2016
3134G4TC2	821	Fed Home Loan Mtg Corp (Callable 7-30-14)		04/23/2014	7,500,000.00	7,512,000.00	7,513,778.35	1.550	0.545	67	01/30/2018
3133804V6	787	Fed Home Loan Bank (Callable anytime)		08/09/2012	6,000,000.00	5,997,180.00	6,000,000.00	1.000	0.981	1,173	08/09/2017
3133813R4	800	Fed Home Loan Bank (Callable 6-9-14)		12/20/2012	9,000,000.00	8,973,450.00	9,010,192.15	1.000	0.966	1,265	11/09/2017
313382DC4	803	Fed Home Loan Bank (Callable anytime)		03/15/2013	5,333,333.33	5,329,280.00	5,332,693.53	0.470	0.477	653	03/07/2016
Subtotal and Average			36,854,950.67		36,833,333.33	36,805,520.00	36,852,639.52		0.679	779	
Federal Agency Disc. -Amortizing											
313397F55	827	Freddie Mac		04/24/2014	5,000,000.00	4,999,200.00	4,999,537.50	0.030	0.031	111	09/12/2014
313385YW0	820	Fed Home Loan Bank		03/31/2014	9,000,000.00	8,999,730.00	8,999,700.00	0.030	0.031	40	07/03/2014
313385YG5	822	Fed Home Loan Bank		04/24/2014	9,000,000.00	8,999,820.00	8,999,707.50	0.045	0.046	26	06/19/2014
313385YU4	823	Fed Home Loan Bank		04/24/2014	8,000,000.00	7,999,840.00	7,999,788.89	0.025	0.026	38	07/01/2014
313385ZM1	824	Fed Home Loan Bank		04/24/2014	9,000,000.00	8,999,640.00	8,999,587.50	0.030	0.031	55	07/18/2014
313385D78	826	Fed Home Loan Bank		04/24/2014	6,000,000.00	5,999,520.00	5,999,515.00	0.030	0.031	97	08/29/2014
Subtotal and Average			54,605,955.80		46,000,000.00	45,997,750.00	45,997,836.39		0.033	55	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			50,000,000.00	50,015,855.90	50,000,000.00	0.233	0.233	1	
Subtotal and Average			50,000,000.00		50,000,000.00	50,015,855.90	50,000,000.00		0.233	1	
Total and Average			166,946,811.32		159,327,797.60	159,310,610.17	159,343,492.67		0.249	201	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
May 23, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10104	10104	American Benefit Plan Admin		07/01/2013	15,000.00	15,000.00	15,000.00		0.000	1
SYS10033	10033	Revolving Fund		07/01/2013	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank of California		07/01/2013	636,528.69	636,528.69	636,528.69		0.000	1
SYS361	361	YORK		07/01/2013	250,000.00	250,000.00	250,000.00		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		26,802.08	26,802.08			1
					Subtotal	948,330.77	948,330.77			
Total Cash and Investments			166,946,811.32		160,249,326.29	160,258,940.94	160,291,823.44		0.249	201

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**ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of May 24, 2014**

Orange County Fire Authority
1 Fire Authority Road
Irvine, Irvine, CA 92602
(714)573-6301

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(05/24/2014 - 05/24/2014)	6 Maturities	0 Payments	62,415,992.96	38.95%	62,415,992.96	62,431,848.86
Aging Interval:	1 - 30 days	(05/25/2014 - 06/23/2014)	2 Maturities	0 Payments	17,000,000.00	10.61%	16,999,389.72	16,999,500.00
Aging Interval:	31 - 60 days	(06/24/2014 - 07/23/2014)	3 Maturities	0 Payments	26,000,000.00	16.22%	25,999,076.39	25,999,210.00
Aging Interval:	61 - 91 days	(07/24/2014 - 08/23/2014)	1 Maturities	0 Payments	7,000,000.00	4.37%	6,998,870.27	6,997,340.00
Aging Interval:	92 - 121 days	(08/24/2014 - 09/22/2014)	2 Maturities	0 Payments	11,000,000.00	6.86%	10,999,052.50	10,998,720.00
Aging Interval:	122 - 152 days	(09/23/2014 - 10/23/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(10/24/2014 - 11/23/2014)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(11/24/2014 - 02/22/2015)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(02/23/2015 - 05/24/2015)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(05/25/2015 - 05/23/2017)	2 Maturities	0 Payments	14,333,333.33	8.94%	14,328,669.02	14,322,890.00
Aging Interval:	1096 - 1825 days	(05/24/2017 - 05/23/2019)	3 Maturities	0 Payments	22,500,000.00	14.05%	22,523,970.50	22,482,630.00
Aging Interval:	1826 days and after	(05/24/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			19 Investments	0 Payments		100.00	160,265,021.36	160,232,138.86



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2013 includes an increase of \$13,660 to the LAIF investment and a decrease of \$(494,359) to the remaining investments.
- Note 4: The Highmark money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

CONSENT CALENDAR – AGENDA ITEM NO. 3
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Jeremy Hammond
Human Resources Director

SUBJECT: **Annual Renewal of Aviation Insurance**

Summary:

This item is submitted for authorization for renewal of the aviation insurance coverage with American International Group (AIG) for the policy period June 30, 2014, to June 30, 2015, in the amount of \$160,046.

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind the aviation insurance coverage with AIG for the policy period June 30, 2014, to June 30, 2015, for a premium amount of \$160,046.

Background:

The aviation insurance policy provides liability coverage for the operation of the OCFA's fire helicopters. Operationally, the helicopters are used for fire suppression, search and rescue, transporting fire crews, aerial reconnaissance, emergency medical rescue, disaster mitigation, recovery operations and training. The coverage includes a \$50,000,000 combined single limit for bodily injury and property damage for each aircraft. The two older aircraft are insured at that limit for liability only.

In 2007, the Orange County Fire Authority purchased a 3-year aviation insurance policy, referred to as a multi-year policy with Phoenix Aviation for a guaranteed annual premium. Phoenix Aviation added one year to the multi-year policy, referred to as rolling the policy, each year since 2007 due to the soft aviation insurance market. This allowed OCFA to know two years in advance when the rates would change and allowed time to budget for changes in underwriting that may have occurred if the market began to harden and premiums were increased.

The aviation market has expanded and become more competitive than in past years. OCFA changed brokers for the aviation insurance program in 2012 and is currently using Arthur J. Gallagher (AJG). For the 2013/14 policy year, AJG obtained proposals from four different aviation carriers including Phoenix Aviation. AIG offered the best terms of coverage at the lowest premium of \$160,046 which was a savings of \$83,076 or a 34% decrease from the expiring policy premium of \$243,122.

For the 2014/15 policy year, AJG obtained proposals from three aviation insurance carriers after marketing the account. AIG offered the best terms of coverage at the lowest premium for the

second year in a row. A favorable change to the terms of coverage was constructive total loss being declared when the cost of repairs is estimated at 65% or more of the agreed value rather than the current constructive total loss of 70%. Also, the coverage on extortion, confiscation and hi-jacking increased from \$1,000,000 each occurrence to \$4,000,000 each occurrence. The premium for the 2014/15 policy year did not change from the expiring premium of \$160,046.

Impacts to Cities/County:

None.

Fiscal Impact:

Included in FY 2014/15 Budget

Staff Contact for Further Information:

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

(714) 573-6832

Attachment:

Aircraft Liability Insurance Coverage Summary

AIRCRAFT LIABILITY INSURANCE COVERAGE SUMMARY

Insurance Company: National Union Fire Insurance Company of Pittsburgh,
PA through AIG
A.M. Best Rating: A:XV
Policy Period: June 30, 2014 – June 30, 2015

Terms:
One year policy

Aircraft Liability Coverage Limits:
\$50,000,000 Combined single limit bodily injury and property damage; each aircraft
\$50,000,000 Non-owned aircraft liability
\$50,000,000 Aircraft personal injury liability

Aircraft Physical Damage Values:
At insured values

Deductibles:
Range from \$2,500 to \$50,000

CONSENT CALENDAR – AGENDA ITEM NO. 4
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Jeremy Hammond
Human Resources Director

SUBJECT: **Annual Renewal of General Liability Insurance Program With Fire Agencies Insurance Risk Authority (FAIRA)**

Summary:

This item is submitted for authorization for renewal of the General Liability Program insurance coverage with FAIRA for the policy period July 1, 2014, to July 1, 2015, in the amount of \$933,072.

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to approve renewal of the General Liability Program insurance coverage with FAIRA for the policy period July 1, 2014, to July 1, 2015, for a premium amount of \$933,072.

Background:

FAIRA is a joint powers public agency formed in 1989 to provide pooled group insurance to over 100 fire districts in California and Nevada. The OCFA has been a member of FAIRA since 1995 and participates as a member of their Board of Directors. On behalf of OCFA, FAIRA purchases General Liability, Property, Auto, Management Liability, Portable Equipment, Crime and Excess Liability coverage. Additionally, FAIRA added Cyber Liability to its General Liability Program in 2013, which addresses both the first and third party risks associated with the internet, computer networks and information assets. These lines of coverage are due to renew on July 1, 2014.

The expiring 2013/2014 policy premium of \$895,592 is inclusive of primary General Liability insurance coverage of \$1 million per occurrence and Excess Liability insurance coverage of \$10 million per occurrence for a total limit of \$11 million in coverage.

The total renewal premium for the same limit of coverage is \$933,072 for the policy period July 1, 2014 to July 1, 2015. This represents a net premium increase of \$37,480 or 4.2% increase over the expiring premium.

Impacts to Cities/County:

None.

Fiscal Impact:

Included in FY 2014/15 Budget.

Staff Contact for Further Information:

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

(714) 573-6832

Attachment:

FAIRA General Liability Coverage Summary

FAIRA GENERAL LIABILITY INSURANCE PROGRAM COVERAGE SUMMARY

Insurance Company: American Alternative Insurance Corporation
A.M. Best Rating: A:XV
Policy Period: July 1, 2014, to July 1, 2015

Property:

Total insurable values: Per Schedule of Locations on file with the insurance company
 Building valuation: Guaranteed replacement cost
 Contents valuation: Guaranteed replacement cost
 Policy limits: Between \$10,000 and \$2,000,000
 Deductible: Between \$1,000 and \$5,000

Fidelity Bond:

Public employee including faithful performance of duty per employee: \$500,000
 Forgery or alteration: \$500,000
 Computer fraud: \$100,000
 Deductible: \$ 1,000

Blanket Portable Equipment:

Replacement cost: As per the Schedule of Values
 Deductible: \$1,000

Automobile:

Bodily injury/property damage combined single limit: \$1,000,000
 Medical payment each person: \$10,000
 Uninsured/Underinsured motorist: \$1,000,000

General Liability:

Each occurrence and medical incident: \$1,000,000
 Personal and advertising injury: \$1,000,000
 Fire damage legal liability: \$1,000,000
 Medical expense each accident: \$ 5,000
 Products/completed operations: \$2,000,000

Cyber Liability:

First party liability: \$ 100,000
 Third party liability: \$1,000,000

Management Liability:

Each offense or wrongful act: \$1,000,000/\$2,000,000 aggregate

Page 2

Defense expense conjunctive relief: \$ 25,000

Deductible each wrongful act: \$ 5,000

Excess Liability:

Limit: \$10,000,000/\$20,000,000 aggregate

CONSENT CALENDAR – AGENDA ITEM NO. 5
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Jeremy Hammond
Human Resources Director

SUBJECT: **Annual Renewal of California State Association of Counties Excess Insurance Authority (CSAC-EIA) Workers' Compensation Program**

Summary:

This item is submitted for authorization for renewal of workers' compensation excess insurance coverage with CSAC-EIA. The premium is for the policy period July 1, 2014, to July 1, 2015.

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind insurance coverage with the CSAC-EIA for workers' compensation excess insurance with an annual premium of \$247,515 for coverage with a \$2,000,000 self-insured retention (SIR).

Background:

The workers' compensation self-insurance program uses excess insurance to stop losses over a SIR limit of \$2,000,000. The OCFA is responsible for losses up to \$2,000,000 per incident with the excess insurer responsible for costs that exceed that amount. The workers' compensation excess insurance coverage limit is statutory. It is Part 1 of the workers' compensation policy and pays the medical costs and lost wages for work-related injuries or illness. Employer's liability is Part 2 of the workers' compensation policy and it protects against lawsuits for employment-related injuries or illness that may be filed by employees, family of the employee, or other third parties. An example would be a lawsuit filed alleging the workers' compensation claim is due to negligence on the part of the employer. The limit of liability is \$5,000,000.

OCFA has been a member of CSAC-EIA since 2007. CSAC-EIA is the second largest public entity risk sharing pool and the largest property and casualty pool in the nation. The CSAC-EIA membership includes 93% of the counties, over 80% of the cities, as well as numerous school districts, special districts, housing authorities, fire districts, and other Joint Powers Authorities in California. CSAC-EIA purchases excess workers' compensation insurance on behalf of OCFA and the other members of the pool. This line of coverage is due to renew on July 1, 2014.

The 2014/15 premium of \$247,515 is an increase of \$24,498 or 11% above the expiring premium of \$223,017. The premium includes a loss prevention subsidy of \$1,000 and a \$2,000 actuarial subsidy. The increase in premium is due to the continued hardening of the workers' compensation insurance market and increased medical and prescription drug costs.

Impact to Cities/County:

None.

Fiscal Impact:

Included in the FY 2014/15 budget.

Staff Contact for Further Information:

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

(714) 573-6832

Attachment:

CSAC Excess Insurance Authority Workers' Compensation Coverage Summary

CSAC-EIA EXCESS WORKERS' COMPENSATION COVERAGE SUMMARY

Insurance Company:	ACE American Insurance Company and National Union Fire Insurance Company of Pittsburg, PA (AIG)
A.M. Best Rating:	A++:XV A:XV
Policy Period:	July 1, 2014, to July 1, 2015
Coverage Provided:	Workers' Compensation and Employers' Liability
Major Exclusions:	Punitive or exemplary damages, fines or penalties Any payments in excess of the benefits regularly provided by the Workers' Compensation law Labor Code 4850 benefits Labor Code 4856 benefits Education Section Codes 44984 and 45192
Limits:	
Workers' Compensation	Statutory
Employers' Liability	\$5,000,000
Retention:	
SIR	\$2,000,000

CONSENT CALENDAR – AGENDA ITEM NO. 6
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Jeremy Hammond
Human Resources Director

SUBJECT: **Alternative Dispute Resolution (ADR) Carve-out Pilot Program**

Summary:

This agenda item is submitted for approval of implementation of the Alternative Dispute Resolution Carve-out Pilot Program for Workers' Compensation

Recommended Actions:

1. Approve and authorize the Fire Chief to sign Agreement for implementation of the Alternative Dispute Resolution Carve-out Pilot Workers' Compensation Program.
2. Approve and authorize the Fire Chief to execute the Memoranda of Understanding with OCPFA 3631; and authorize execution of the Physician, Mediator and Nurse Case Manager agreements.
3. Approve and authorize the Fire Chief, upon approval by the State of California Division of Industrial Relations, to implement the Alternative Dispute Resolution program as outlined in the Memorandum of Understanding.

Background:

State law permits employers and labor unions to create carve-out programs to address certain aspects of the workers' compensation cases where disputes may arise. The OCFA Board of Directors directed staff to engage in negotiation of a Workers' Compensation Carve-Out pilot program also known as Alternative Dispute Resolution (ADR) with OCPFA Local 3631 pursuant to Labor Code Section 3201.7. In order to pursue creation of the ADR program, OCPFA successfully petitioned the State of California for authority to negotiate a labor management agreement pursuant to Labor Code section 3201.7. Management and Labor established a Joint Labor Management Team (JLM) which crafted a Workers' Compensation ADR carve-out program designed for Local 3631.

The Alternative Dispute Resolution program is designed to 1) streamline the time it takes for industrially injured workers to receive appropriate evaluations and medical treatment; 2) provide an opportunity for early involvement of a nurse case manager to assist the injured worker through the workers' compensation process and help to facilitate the return to work process; and 3) Implement a mediation process to reduce the cost and time associated with court appearances and to resolve certain disputed workers' compensation matters in an expedited fashion.

The program's criteria has been outlined and agreed upon by all parties and the pilot program is now ready to be submitted to the State for review and approval prior to implementation.

Management has worked closely with representatives of OCPFA 3631 to design and establish an ADR carve-out program that satisfies the interests of the OCFA and labor, and one that will meet the approval of the California State Department of Industrial Relations, Division of Workers' Compensation.

Upon authorization by the Board to implement the ADR program, the Memoranda of Understanding will be finalized and the physician, mediator and nurse case manager agreements will be signed. At that point the OCPFA will submit the Program to the California State Department of Industrial Relations, Division of Workers' Compensation. Upon approval by the State, we expect the ability to immediately implement the program.

The ADR program is designed to expedite the delivery of Workers' Compensation benefits, reduce the number of lost work days, reduce litigation and save money.

ADR Program Components

a) Panel of Physicians

A proposed panel of expert physicians from diverse medical specialties was mutually agreed upon. Comprehensive letters of introduction were sent to each potential physician. The letter explained the OCFA's ADR program and invited the physician to become a member of the evaluation team. A panel of thirty-six (36) physicians were initially contacted about participating. Subsequently, each of those physicians will be asked to sign an agreement.

We have received a sufficient number of providers that have agreed to participate in the program and based on those responses, we feel comfortable moving forward with the next steps to implement the program. Attached as Exhibit "2a" is a list of physicians who have agreed to participate in the program. Upon approval of the MOU, individual contracts will be entered into with each participating physician. A sample contract is attached as Exhibit "3a". If the physician does not follow the guidelines of the program, they may be terminated from the panel and removed from the ADR program.

b) Nurse Case Manager

The primary role of the nurse case manager is to assist with the resolution of disputed cases, to coordinate and facilitate medical care for covered employees, to be proactive with respect to intervention and facilitation of recovery and to assist the employee through the medical treatment process. This is intended to help reduce treatment delays, provide for a greater understanding of the treatment recovery plan and expedite an employee's recovery and return to work. Attached as Exhibit "2b" is the list of Nurse Case Management providers. This program will have three (3) Nurse Case Manager contracts, one of which will be the new TPA as of June 1, 2014, that will be utilized on a rotational basis. The RFP process for the additional Nurse Case Management providers has been completed and recommendations for approval are attached as Exhibit "3b".

c) Mediation

This is a crucial component of the ADR program. The objective of the mediator is to provide an informal, confidential process in which parties explore options to arrive at mutually acceptable resolution. More specifically, mediation will be used for issues that are litigated most frequently at the Workers' Compensation Appeals Board, yet still involve difficult questions regarding facts or law. Specific procedures and guidelines have been established for all participants in the mediation process. Attached as Exhibit "2c" is the list of Mediators. Each Mediator has been asked to sign an agreement. A sample agreement is attached as Exhibit "3c." The selection of the mediation panel has been agreed upon by the JLM. The selected mediators are highly respected retired judges in the workers' compensation system. Detailed guidelines have been established in the MOU for this component of the program. We anticipate the cost for mediation will be \$300.00 per hour. This expense will be borne by the OCFA. We feel the cost of this program will be far outweighed by the benefit of fewer issues in workers' compensation claims. We will monitor the success of the mediation process throughout the pilot program.

d) Implementation of the Program

When the ADR program is implemented, we believe it will have the following impact on Workers' Compensation cases:

- Ensure prompt and appropriate medical care
- Improve morale
- Reduce the amount of disability indemnity payments (4850 and temporary disability)
- Reduce the amount of loss time from work
- Reduce delays encountered in the state system
- Reduce disputes and litigation
- Facilitate a safe and prompt return-to-work and sustained employment
- Reduce costs due to delays in current system

e) Cost Savings

We are unable to calculate the savings that may derive from the implementation of this program; however we do anticipate savings based on the program as defined above. We have also identified metrics in the program that will help the Authority assess, evaluate and measure the savings in addition to the program's usage and viability. The Joint Labor Management team will meet quarterly following the implementation of this program to ensure that the program is performing appropriately and measure savings and results.

The City of Long Beach, the first public agency to implement this program has indicated a decline in LC 4850 benefits due to the reduction in the length of time an employee remains away from work resulting from medical disputes being resolved faster. The OCFA anticipates similar savings in this area. Kern County as well as the City of Huntington Beach have also implemented a carve-out program as of July 2013. Other public agencies and municipalities are also considering exploring similar programs as enhancements to their organizations.

Summary and Recommendations

The ADR Program is designed to expedite and enhance delivery of Workers' Compensation benefits, and reduce the number of disputes that are found within the traditional Workers' Compensation system. We believe that other Agencies have had success or are anticipating success as a result of the implementation of an ADR program and expect OCFA to have similar savings.

We recommend that the Executive Committee authorize staff upon approval by the State of California Division of Industrial Relation to implement a Workers' Compensation carve-out pilot program, authorize finalization of the Memorandum of Understanding with OCPFA and authorize the Fire Chief to execute the Nurse Case Manager, Mediator and Physician agreements. The attached sample agreements have been reviewed and approved by General Counsel.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Actual savings to be tracked and reported at a later date.

Staff Contact for Further Information:

Rhonda Haynes, Risk Analyst, Workers' Compensation Program Manager
rhondahaynes@ocfa.org
(714) 573-6833

Attachments:

1. Memorandum of Understanding
2. Provider Lists
 - a. Physicians
 - b. Nurse Case Managers
 - c. Mediators
3. Sample Professional Services Agreements
 - a. Physicians
 - b. Nurse Case Managers
 - c. Mediators

LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT BETWEEN THE ORANGE COUNTY FIRE AUTHORITY AND THE ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT ("Agreement") is entered into by and between the Orange County Fire Authority ("OCFA") and the Orange County Professional Firefighters Local 3631 ("OCPFA"). This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a covered employee to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The OCFA Executive Management and Orange County Professional Firefighters Association (OCPFA) negotiated this agreement by forming a partnership known as the Joint Labor Management team (JLM); this team is comprised of three (3) Executive Management staff members, the Deputy Chief, the HR Director and one (1) Program Manager; The Labor Team is comprised of the OCPFA Board President, or designee, one Vice President and one (1) Director. The Labor Representatives will be appointed by the Union President or designee and may be subject to reappointment at the President's or designee discretion.

The purpose of the Joint Labor Management team (JLM) is to develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee and to ensure that the program terms and conditions are administered in harmony with this agreement.

Article I: Purpose

The purposes of this Agreement are:

1. To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code (“Workers’ Compensation Law”) with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees’ prompt recovery and return to work;
2. To reduce the number and severity of disputes between the OCFA and covered employee, when those disputes relate to workers’ compensation;
3. To provide workers’ compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the OCFA;
4. To provide the OCFA and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers’ compensation; and
5. To provide the OCFA and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

These purposes will be achieved by:

a) Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

(b) Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article II: Term of Agreement

The OCFA and OCPFA enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time for good cause, by mutual agreement or by act of the Legislature. The terminating party must give thirty (30) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the

same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article III: Scope of Agreement

A. This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals" 1) active employees; 2) retirees 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further disability or to reduce a prior award is filed after the effective date of this agreement. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five year statute of limitations or Labor Code Section §5804.

B. Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

C. This Agreement is restricted to 1) establishing an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 2) establishing an exclusive list of mediators to be used for legal dispute resolution of Covered Individuals, and 3) establishing a process for informal legal discovery in accordance with Article VII, and 4) establishing an exclusive list of nurse case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

D. For purposes of this Agreement a "claimed injury" is one for which either a (1) DWC-1 workers' compensation claim form or (2) an Application for Adjudication of Claim has been filed with the Workers' Compensation Appeals Board ("WCAB").

Article IV. Expedited Medical-Legal Process

A. Physicians who serve in the capacity as Independent Medical Examiner (“IME”) pursuant to this Agreement will receive enhanced compensation for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

B. This Agreement does not constitute a Medical Provider Network (“MPN”). However, all employees must utilize the OCFA’s current MPN for treatment purposes during the time the OCFA maintains and utilizes the MPN. The MPN is governed by Labor Code §4616 et seq. Physicians who act as a Covered Individual’s treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual’s claim. Pre-designation of a physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

C. All employees with a disputed medical issue as described in Article IV, Paragraph E must be evaluated by an approved physician from the exclusive list of IME’s. Should the employee claim injuries requiring more than one medical specialist, the employee shall be provided an IME appointment in each area of specialty. Attached hereto as Exhibit A is an exclusive list of IMES agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the employee to a physician of the IME’s choice, who need not be on the IME list or in the MPN. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the employee to his treating physician for this purpose.

D. The exclusive list of IME’s shall include the specialties as agreed upon by the parties.

E. An IME shall be used for all medical disputes that arise in connection with a workers’ compensation claim including but not limited to

determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, work restrictions, ability to return to work, (including transitional duty), current and future medical care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b). The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Article IV, paragraph (1)(5), as set forth herein.

F. The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article IV paragraph E above. Objections from the OCFA shall be sent to the employee with a copy to the employee's legal representative if represented. Objections from the employee or employee's legal representative shall be sent to the employee's assigned claims examiner with a copy to the OCFA and OCFA's legal representative, if applicable.

G. Objections shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute; further, all denials and or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

H. The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the parties in writing.

I. The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide notice, in writing, to the other party of its request to add a physician to the list. The parties must mutually agree in writing to the addition of physicians to the IME list. A physician may only be deleted from the exclusive list of medical providers if s/he breaches the terms and conditions of the contract with the OCFA or by written mutual agreement of the parties. The list shall be reviewed quarterly by the JLM from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME'S. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLM unless there is a breach of the terms and conditions of the Agreement or by mutual written agreement of the parties.

J. Appointments.

1. OCFA Risk Management/TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be sent to the employee and to his legal representative, if there is one.

2. The employee shall be responsible for providing OCFA Risk Management/TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during an employee's non-working hours.

3. Compensation for attending medical appointments under this Agreement shall be consistent with OCFA policy.

4. Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the OCFA.

5. For purposes of appointments, OCFA Risk Management/TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time OCFA Risk Management/TPA will resume using the first name on the list.

6. The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the parties.

K. The OCFA is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code Section §4605.

L. Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

M. Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have

complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

N. The OCFA's TPA shall provide to the IME records prepared or maintained by the employee's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The OCFA's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the employee and/or on his/her representative.

O. All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the employee or, if the employee is deceased, the employee's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

P. Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of paragraph O and P of Article IV, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to paragraph J,(5). If a new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

Q. If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

Article V. Mediation

A. Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The mediator helps the parties explore options and arrive at a mutually acceptable resolution of the dispute. The parties agree that WCAB retains jurisdiction to approve all settlements, awards, and orders achieved through mediation.

B. Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to proceed.

C. The mediation process shall only be triggered when both parties are represented; the mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

D. It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in paragraph C of Article V is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be deemed appropriate for mediation in accordance with the provisions of this Agreement.

E. Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is provided within the fifteen (15) calendar day period, the request shall be deemed to have been rejected. Any response to a request to mediate from the OCFA shall be sent to the employee with a copy to the employee's legal representative. Any response to a request to mediate from the employee or employee's legal representative shall be sent to the employee's assigned claims examiner with a copy to the OCFA and OCFA legal representative.

F. If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved Mediator Panel. Attached hereto as Exhibit B is the Mediator Panel that was agreed upon by the Joint Labor Management team (JLM).

G. For purposes of selecting a mediator, OCFA Risk Management/TPA shall select the mediator by starting with the first name from the Mediator Panel and continuing down the list, in order, until the list is exhausted, at which time OCFA Risk Management/TPA shall resume using the first name on the list. OCFA Risk Management/TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

H. Mediators will be paid at the rate of \$300.00 per hour. All costs associated with the mediation shall be paid by the OCFA.

I. Within five (5) calendar days of the selection of a mediator, the selected mediator shall be notified by the OCFA's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

J. The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limited is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, a new mediator shall be selected from the Mediator Panel from the next mediator available on the list, pursuant to the provisions of paragraph G.

K. The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

L. Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue. Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation. No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

M. If the mediation is successful at resolving the dispute, a summary of the mediation shall be prepared by the Mediator, setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, the length of time of the mediation, and the resolution or settlement reached. A copy of this Mediation Summary shall be served upon the employee, the employee's legal representative, to the employee's assigned claims examiner, and to the OCFA Risk Management, and OCFA's legal representative.

N. If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the Rules and Regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

O. Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed, with

respect to said issue or issues, with the Workers' Compensation Appeals Board until completion of the mediation process, as set forth above.

Article VI: Nurse Case Management

A. Any party subject to the provisions of this Agreement may request the involvement of a nurse case manager in accordance with the provisions set forth herein.

B. The use of a nurse case manager should be mutually agreed to by both parties. Either side may request the assignment of a nurse case manager to a particular covered claim. For purposes of this Agreement a "covered claim" is a claim that is subject to the terms of this Agreement, as set forth herein.

C. The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the employee.

D. A nurse case manager shall be assigned from the approved Nurse Case Management Panel. Attached hereto as Exhibit C is the Nurse Case Management Panel that was agreed upon by the OCFA, and the OCPFA.

E. For purposes of selecting a nurse case manager, OCFA/TPA shall select the nurse case manager by starting with the first company from the nurse

case management panel and continuing down the list, in order, until the list is exhausted, at which time OCFA Risk Management/TPA shall resume using the first name on the list. Orange County Fire Authority Risk Management/TPA shall notify all parties, including the selected nurse case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

F. If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case management panel from the next nurse case management company available on the list, pursuant to paragraph E.

G. Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case management company. A copy of these reports shall be served upon the employee, the employee's legal representative if represented, to the employee's assigned claims examiner, and to the OCFA and OCFA's legal representative.

H. If, at any time, the non-requesting party wishes to object to the continuation of nurse case management to a particular Covered Individual, they shall notify the other party, in writing, of their intent to terminate nurse case management on a particular covered claim. Within ten (10) calendar days of such notice being served, nurse case management shall terminate. Notification of the termination of nurse case management on a covered claim shall be served upon the employee, the employee's legal representative if represented, to the

employee's assigned claims examiner, and to the OCFA and OCFA's legal representative, if represented.

I. All costs involved in nurse case management for a Covered Individual or covered claim shall be borne by the OCFA.

Article VII: Discovery

A. Covered Individual shall provide OCFA Risk Management/TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the OCFA to resolve the employee's claim, when requested. If the employee fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation. This Article does not supplant or diminish the parties' rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

B. This Agreement does not preclude a formal deposition of a covered employee or an IME when necessary. Attorney's fees for depositions of covered employees shall be paid at the rate of \$325 per hour, consistent with Labor Code §5710. This rate of reimbursement for attorney's fees for depositions of covered employees is subject to an annual review to determine if adjustments to said rate of reimbursement should be made. There shall be no attorney's fees for depositions of physicians or IMEs.

Article VIII: General Provisions

A. This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

B. This Agreement shall be governed and construed pursuant to the laws of the State of California.

C. This Agreement, including all attachments and exhibits, shall not be amended, nor any provisions waived, except in writing signed by the parties which expressly refers to this Agreement.

D. If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

E. This Agreement may be executed in counterparts.

F. Notice required under this Agreement shall be provided to the parties as follows:

OCFA: _____

OCPFA: _____

ORANGE COUNTY FIRE AUTHORITY:

By: _____

By: _____

ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION:

By: _____

APPROVED AS TO FORM:

By: _____
General Counsel, OCFA

IME LIST**Dentistry**

Burton Sobelman	8500 Wilshire Blvd #1004 Beverly Hills 90211	(310) 659-1510
Cheri Lewis, DDS	8500 Wilshire Blvd. Ste.805 Beverly Hills, CA 90211	(310) 659-5480

Dermatology

Susan Goodlerner	23451 Madison St. Ste 330 Torrance, CA 90505	(310) 375-9994
Bernard Raskin	28212 Kelly Johnson Pkwy Ste 245 Santa Clarita, CA 91355	(661) 254-3686

ENT

Ben Bucholtz	4100 Long Beach Ste 200 Bixby Knolls, CA 90807	(562) 426-0396
Geoffrey Smith	550 N. Golden Circle Drive Santa Ana, CA 92705	(800) 240-8657

Hernia

David Albin MD	1717 W. Orangewood Ave. #D Orange, CA 92868	(714) 288-1201
Joseph Yadegar	9301 Wilshire Bl. Ste. 414 Beverly Hills, CA 90210	(310) 777-6033

Internal Medicine

Robert Meth	2080 Century Park E #810 Los Angeles 90067	(310) 556-1377
Jonathan Green	9625 Mission Gorge Rd #B2 Santee 92071	(619) 562-1015
Alan Ross	3816 Woodruff Ave. Ste 100 Long Beach, CA 90808	(562) 938-8494

Gary Stewart	17400 Irvine Bl. Ste N Tustin, CA 92780	(714) 508-0255
Jeffrey Hirsch MD	1125 S. Beverly Dr# 603. Los Angeles, CA 90035	(310) 551-6562
Gerald Markowitz	11600 Wilshire Bl. LA CA	(310) 473-5067

Neurology

Ronald Kent	11481 Heacock Ste. 120 Moreno Valley, CA 92557	(951) 247-5703
Thomas DiJulio	1703 Termino Ave. Ste 208 Long Beach, CA 90804	(562) 498-1182

Ophthalmology

Jonathan Macy	8635 W. 3 rd St. Ste 360W Los Angeles, CA 90048	(310) 657-2777
Charles Aronberg	416 N. Bedford Dr. Ste 300 Beverly Hills, CA 90210	(310) 75-2333
John Maggiano MD	1200 N. Tustin Ave. Ste 140 Santa Ana, CA 92705	(714) 972-8432

Orthopedics

Harry Marinow	1040 Elm Ave #100 Long Beach 90813	(562) 591-4444
Kenneth Sabbag	800 S. Raymond Pasadena 91105	(626) 795-8051
Richard Woods	2010 E. 1 st Ste 200 Santa Ana, CA 92705	(714) 547-5500
Robert Wilson	8929 Wilshire #425 Beverly Hills, CA 90211	(310) 289-0249
Scott Hardy	2703 N. Bristol Santa Ana, CA 92706	714 648-0335
Richard Fedder	415 Crescent Dr Suite 300 Beverly Hills, CA 90210	(310) 246-1011
Brian Rothi	14350 Whittier ste 300 Bl. Whittier, CA 90605	(562) 698-0383
Peter Sofia	2131 Elks Dr. Ste 200 San Bernardino, CA 92404	(909) 883-3883
Roger Sohn	2080 Century Park E. Ste 305 Los Angeles, CA 90067	(310) 208-0870

Mitch Silverman, MD	5170 Sepulveda Blvd. Ste 300 Sherman Oaks ,CA 91403	(818) 990-4263
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Spine Specialist (Second Opinion Only)

Jeff Deckey	280 S. Main Street #200 Orange, CA 92868 or 101 Laguna Road A Fullerton 92835	(714) 634-4567 (714) 879-0249
Lytton Williams	12472 Washington Bl. Whittier, CA 90602	(532-698-0082

Podiatry

Arthur Fass	18250 Roscoe Blvd#125 Northridge ,CA 91325	(818) 701-5088
Ronald Burton *	Los Angeles	

Psychiatry/Psychology

Carl Marusak	1252 Irvine Blvd Tustin, CA 92780	(626) 282-5155
Vance Becker	1451 Quail Street #102 New Port Beach, CA 92660	(949) 757-113
Dennis Greenberger	1500 Quail St. Ste 260 Newport Beach, CA 92660	(949) 222-2848

NURSE LIST**Nurses(s)**

CorVel	1100 W. Town and Country Road Ste. 400 Orange, CA 92868	(714)385-8511
Professional Dynamic	81 Blue Ravine Road, Suite 110 Folsom, CA 95630	(800) 591-5501
IWCC	13715 Burbank Blvd Van Nuys, CA 91401	(818) 789-2273

MEDIATOR LIST**Mediator(s)**

Leonard Silberman	150 N. Feldner # 150 Orange, CA 92868 LeonardSilberman@gmail.com	((714) 305-8108-©-
Robert Drakliuch	2549 Eastbluff Dr. #463 Newport Beach, CA 92660 bigdrake@yahoo.com	(949) 514-2025- B (949) 718-0456-F
Howard Goodman	P.O. Box 1395 Agora Hills, CA 91376 heep@rarthtlink.net	(818) 552-2603

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this _____ day of _____, 201____, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and _____, a _____, hereinafter referred to as “Physician”.

RECITALS

WHEREAS, OCFA requires the services of a Physician to provide independent medical evaluations with respect to workers’ compensation claims”; and

WHEREAS, Physician has submitted to OCFA an Agreement dated _____, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Physician is qualified to provide the necessary services for the Workers’ Compensation Alternative Dispute Resolution Program, herein after referred to as the ADR Program and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Physician for the ADR Program.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Physician and Physician agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Physician shall provide those services specified in the “Agreement” attached hereto as Exhibit “A.” Physician warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit “A” and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Physician shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Physician is an essential condition of this Agreement. Physician shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in The Physician's "Statement of Work, attached hereto as Exhibit B. Physician shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of the Physician. Delays shall not entitle Physician to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Physician shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "C"

3.2 Method of Payment.

Payment shall be made by OCFA's TPA pursuant to the terms and condition set forth in Exhibit C

3.3 Changes.

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Physician's profession.

3.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Physician's Statement of Work, attached hereto as Exhibit "B". The extension of any time period specified in Exhibit "B" must be approved in writing by the Contract Officer.

4.2 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding one year from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Firm.

The following principal of the Physician is hereby designated as being the principal and representative of Physician authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Physician and devoting sufficient time to

personally supervise the services hereunder. The foregoing principal may not be changed by Physician without the express written approval of OCFA.

5.2 Contract Officer.

The Contract Officer shall be the Risk Management Workers' Compensation Program Manager, unless otherwise designated in writing by OCFA. It shall be the Physician's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Physician shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Physician, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Physician shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA or its workers' compensation Third Party Administrator. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

5.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Physician, its agents or employees; perform the services required herein, except as otherwise set forth herein. Physician shall perform all services required herein as an independent Physician of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Physician shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Physician shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, the following basic insurance provisions

- General Liability including operations, products and completed operations
\$1,000,000 combined single limit for bodily injury, personal injury and property damage/\$2,000,000 aggregate
- Automobile
\$1,000,000 each accident; \$1,000,000 uninsured motorist

- Professional Liability, \$1000, 000 each occurrence/\$2,000,000 aggregated.
- Workers' Compensation (required by the State of California and necessary only if the other party to the contract has employees) \$1,000,000 each accident/\$1000, 000 each employee for disease.

Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Physician's obligation to indemnify OCFA, its officers, officials, employees and volunteers. Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Physician provides claims made professional liability insurance, Physician shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Physician's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Physician's services under this Agreement. The Physician shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Indemnification.

The Physician shall defend, indemnify and hold harmless OCFA, its officers, officials employees and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Physician, its officers, employees and agents, arising out of or related to Physicians performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

7. RECORDS AND REPORTS

7.1 Reports.

Physician shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records.

Physician shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer

to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. OCFA shall own and have the rights to control all reports, records, including medical records, and supporting documents generated pursuant to this Agreement. To the extent permitted by law, OCFA shall be entitled to access all documents, reports, medical records, and supporting documents reasonably necessary to fulfill its duties hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Physician covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of the Physician. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Physician, except that where termination is due to the fault of the Physician and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Physician shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Physician shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Physician may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

8.6 Attorneys' Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No officer or employee of OCFA shall be personally liable to the Physician, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Physician or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Physician covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Physician shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

Information obtained by Physician in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Physician for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority
Attention: _____
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm: [Name] _____
Attention: _____
[Address] _____

10.2 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or

unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Keith Richter, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

[PHYSICIAN NAME]

Date: _____

By: _____

STATEMENT OF WORK:

- 1) AOE – COE EXAMS (exams for the determination of industrial causation).
- 2) Assessment of employee's present ability to return to work, whether full duty or modified.
- 3) Advise on condition of maximum medical improvement status.
- 4) Determine nature and extent of permanent disability, including factors of apportionment and need for future medical care.
- 5) Resolve utilization review disputes.

PHYSICIAN shall perform the evaluation in full accordance with the standards defined by the Division of Workers' Compensation of the State of California and the AMA Guides to the Evaluation of Permanent Impairment, Fifth Edition. This requires a report of the injury, prior status, clinical chronology, current status, and past medical history. The physical examination will document all pertinent positive, negative, and non-physiological findings. For extremity injuries, measurements must be documented bilaterally. Additionally, PHYSICIAN agrees to: (i) provide that medical exams will be set within thirty (30) days of the date of appointment request, and (ii) prepare a written report of findings within thirty (30) days of the date of exam or evaluation and provide a copy to the parties within said time frame, unless an extension of time is agreed to by the parties.

EXHIBIT "C"

FEES FOR PHYSICIANS SERVICES

A. Medical-legal fee schedule

1. Physician billing shall conform to the requirements listed in Section 9785 of Title 8 of the California Code of Regulations, with a 35% fee increase allowed as follows:
 - a. ML101: RVS-\$84.38/1/4 hours or \$337.50 per hour
 - b. ML102: RV50-\$843.75
 - c. ML103: RV75-\$1,265.63
 - d. ML104-\$84.38/1/4 hour equals \$337.50 per hour
 - e. ML105:RV5-\$84.38/1/4 hours or \$337.50 per hour
2. Fees for services falling under ML106 shall not be increased by 35% and shall be billed at the rate established by Regulation 9795, \$62.50/1/4 hour or \$250.00 per hour.
3. No modifiers are to be used or applied to the ML billed codes.
4. Charges for time during travel are not reimbursable.

B. Billing:

1. Billing shall be submitted upon completion of services and shall be accompanied by a copy of the medical-legal report.
2. The parties agree that OCFA is not obligated to pay compensation to the physician except for agreed upon medical services. Failure of physician to provide a written medical-legal report within 30 days of the date of the examination, unless an extension of time has been agreed to by the parties' subjects' physician to non-payment for services rendered.
3. Billings for physician services are to be submitted to OCFA's workers' compensation third party administrator (TPA). Upon submission of any such billing to the TPA, if the TPA is satisfied that physician has completed the task in accordance with this agreement, TPA shall issue payment within thirty (30) days of receipt of the bill by TPA. If OCFA or TPA does not approve a bill, OCFA or TPA shall notify physician in writing of the reasons for non-approval.

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this _____ day of _____, 2014 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Professional Dynamics, Inc., a Washington corporation, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm for nurse case management services, RFP #TO1910, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated March 17, 2014, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services. The Scope of Services includes by reference: (1) OCFA's Request for Proposal, RFP #TO1910, dated February 18, 2014 ("RFP"); (2) Firm's response to OCFA's RFP dated March 17, 2014 ("Proposal"), attached hereto as Exhibit "A"; (3) all terms and conditions as set forth in this Agreement; and (4) any amendments, addenda, change orders, or modifications mutually agreed upon by the parties hereto. In the event of any conflict or inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern. Firm warrants that it shall perform all services under this Agreement in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry.

1.2 Compliance with Law.

All services rendered hereunder by Firm shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Care of Work.

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.5 Additional Services.

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Fire Chief upon approval from the Executive Committee.

2. COMPENSATION OF FIRM

2.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed on an hourly basis in accordance with the Pricing Page, provided in Appendix "C" of the Firm's Proposal, attached hereto as Exhibit "A." Firm's total compensation for all services performed under this Agreement shall not exceed \$75,000 annually.

2.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the

invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

2.3 Changes.

In the event any change or changes in the services is requested by OCFA, the parties hereto shall mutually agree in writing and execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

2.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.3 Term.

This Agreement shall commence on _____, 2014 and continue for a period of one (1) year, ending on _____, 2015, unless earlier terminated as provided herein or as otherwise agreed to in writing by the parties. OCFA shall have the sole option to extend this Agreement for four (4) additional periods of one (1) year after the expiration of the initial one-year term of this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Betti J. Anders, President/CEO.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

4.2 Contract Officer.

The Contract Officer shall be Rhonda Haynes, Risk Analyst, Workers' Compensation Program Manager, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Firm, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

4.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance.

Firm shall procure and maintain, at its cost, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. Insurance policies or certificate(s), signed by a person authorized to issue said insurance, evidencing the foregoing and designating OCFA as an additional named insured for general liability and automobile liability insurance coverage shall be delivered to and approved by OCFA prior to commencement of the services hereunder. Insurance shall be of the type, in the amounts and subject to the provisions set forth in Section III of RFP #TO1910, incorporated herein by reference. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its officers, officials, employees, and agents.

5.2 Indemnification.

To the fullest extent permitted by law, Firm shall defend, (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold harmless OCFA, its officers, officials, employees and agents (collectively, the "Indemnified Parties") from and against any and all third-party actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, arising out of or in any way connected with any negligent acts, errors, omissions, willful misconduct or fraud committed by Firm, its officers, employees or agents, in performance of this Agreement, except for such loss as may arise from the sole negligence or willful misconduct of the Indemnified Parties.

6. RECORDS AND REPORTS

6.1 Reports.

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

6.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement at no cost to OCFA, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

6.4 Release of Documents.

Firm shall not release publicly any drawings, specifications, reports, records, documents or other materials prepared by Firm in the performance of services under this Agreement without the prior written approval of the Contract Officer.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver

by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

7.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

7.6 Termination for Default of Firm.

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and Firm shall be liable for any costs incurred by OCFA in connection with its selection and retention of another nurse case management services provider owing to Firm's breach and subsequent termination, and to the extent that the total cost for performance of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages.

8. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

8.1 Non-Liability of OCFA Officers and Employees.

No official, officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 Confidentiality.

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

9.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA:

Orange County Fire Authority
Attention: Rhonda Haynes
1 Fire Authority Road
Irvine, CA 92602

With Copy To:

David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200

Costa Mesa, CA 92626

To Firm:

Betti J. Anders, President/CEO
Professional Dynamics, Inc.
81 Blue Ravine Road, Suite 110
Folsom, CA 95630

9.3 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

9.4 Amendment.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.5 Severability.

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

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Debbie Casper, Purchasing and
Materials Manager

“FIRM”

PROFESSIONAL DYNAMICS, INC.

Date: _____

By: _____
Betti J. Anders, President/CEO

EXHIBIT A
RFP TO1910
FIRM PROPOSAL

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this _____ day of _____, 2014 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and IW Care Connection, Inc., a California corporation, hereinafter referred to as “Firm”.

RECITALS

WHEREAS, OCFA requires the services of a qualified firm for nurse case management services, RFP #TO1910, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated March 18, 2014, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services. The Scope of Services includes by reference: (1) OCFA’s Request for Proposal, RFP #TO1910, dated February 18, 2014 (“RFP”); (2) Firm’s response to OCFA’s RFP dated March 18, 2014 (“Proposal”), attached hereto as Exhibit “A”; (3) all terms and conditions as set forth in this Agreement; and (4) any amendments, addenda, change orders, or modifications mutually agreed upon by the parties hereto. In the event of any conflict or inconsistency between the terms contained in Exhibit “A” and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern. Firm warrants that it shall perform all services under this Agreement in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry.

1.2 Compliance with Law.

All services rendered hereunder by Firm shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Care of Work.

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.5 Additional Services.

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Fire Chief upon approval from the Executive Committee.

2. COMPENSATION OF FIRM

2.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed on an hourly basis in accordance with the Pricing Page, provided in Appendix "C" of the Firm's Proposal, attached hereto as Exhibit "A." Firm's total compensation for all services performed under this Agreement shall not exceed \$75,000 annually.

2.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

2.3 Changes.

In the event any change or changes in the services is requested by OCFA, the parties hereto shall mutually agree in writing and execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

2.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.3 Term.

This Agreement shall commence on _____, 2014 and continue for a period of one (1) year, ending on _____, 2015, unless earlier terminated as provided herein or as otherwise agreed to in writing by the parties. OCFA shall have the sole option to extend this Agreement for four (4) additional periods of one (1) year after the expiration of the initial one-year term of this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Eddie Braun, Chief Financial Officer.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

4.2 Contract Officer.

The Contract Officer shall be Rhonda Haynes, Risk Analyst, Workers' Compensation Program Manager, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Firm, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

4.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services

required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance.

Firm shall procure and maintain, at its cost, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. Insurance policies or certificate(s), signed by a person authorized to issue said insurance, evidencing the foregoing and designating OCFA as an additional named insured for general liability and automobile liability insurance coverage shall be delivered to and approved by OCFA prior to commencement of the services hereunder. Insurance shall be of the type, in the amounts and subject to the provisions set forth in Section III of RFP #TO1910, incorporated herein by reference. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its officers, officials, employees, and agents.

5.2 Indemnification.

To the fullest extent permitted by law, Firm shall defend, (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold harmless OCFA, its officers, officials, employees and agents (collectively, the "Indemnified Parties") from and against any and all third-party actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, arising out of or in any way connected with any negligent acts, errors, omissions, willful misconduct or fraud committed by Firm, its officers, employees or agents, in performance of this Agreement, except for such loss as may arise from the sole negligence or willful misconduct of the Indemnified Parties.

6. RECORDS AND REPORTS

6.1 Reports.

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

6.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement at no cost to OCFA, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

6.4 Release of Documents.

Firm shall not release publicly any drawings, specifications, reports, records, documents or other materials prepared by Firm in the performance of services under this Agreement without the prior written approval of the Contract Officer.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

7.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

7.6 Termination for Default of Firm.

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and Firm shall be liable for any costs incurred by OCFA in connection with its selection and retention of another nurse case management services provider owing to Firm's breach and subsequent termination, and to the extent that the total cost for performance of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages.

8. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

8.1 Non-Liability of OCFA Officers and Employees.

No official, officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 Confidentiality.

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

9.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA:

Orange County Fire Authority
Attention: Rhonda Haynes
1 Fire Authority Road
Irvine, CA 92602

With Copy To:

David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm: Eddie Braun, Chief Executive Officer
IW Care Connection, Inc.
13715 Burbank Boulevard
Sherman Oaks, CA 91401

9.3 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

9.4 Amendment.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.5 Severability.

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

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Debbie Casper, Purchasing and
Materials Manager

“FIRM”

IW CARE CONNECTION, INC.

Date: _____

By: _____
Eddie Braun, Chief Executive Officer

EXHIBIT A
RFP TO1910
FIRM PROPOSAL

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this _____ day of _____, 201____, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and _____, a _____, hereinafter referred to as "Mediator".

RECITALS

WHEREAS, OCFA requires the services of a Mediator to help the parties resolve issues, explore options, and arrive at a mutually acceptable resolution of any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or rate of pay for Labor Code § 4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violation of Labor Code §132.a, discovery disputes, and questions involving jurisdiction, and

WHEREAS, Mediator has submitted to OCFA an Agreement dated _____, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on his/her experience and reputation _____ (hereinafter referred to as "Mediator") is qualified to provide the necessary services for the Workers' Compensation Alternative Dispute Resolution Program, herein after referred to as the ADR Program, and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Mediator for the ADR Program.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Mediator and Mediator agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Mediator shall provide those services specified in the "Agreement" attached hereto as Exhibit "A." Mediator warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in Exhibit A of this Agreement shall govern.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Mediator shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Mediator is an essential condition of this Agreement. Mediator shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in The Mediator's "Statement of Work," attached hereto as Exhibit B. Mediator shall not be accountable for delays in the progress of his/her work caused by any condition beyond his/her control and without the fault or negligence of the Mediator. Delays shall not entitle Mediator to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION

3.1 Compensation

For the services rendered pursuant to this Agreement, Mediator shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "C"

3.2 Method of Payment.

Payment shall be made by OCFA's TPA pursuant to the terms and condition set forth in Exhibit C.

3.3 Changes.

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Mediator's profession.

3.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Mediator's Statement of Work, attached hereto as Exhibit "B". The extension of any time period specified in Exhibit "B" must be approved in writing by the Contract Officer.

4.2 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding one year from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1

Contract Officer.

The Contract Officer shall be the Risk Management Workers' Compensation Program Manager, unless otherwise designated in writing by OCFA. It shall be the Mediator's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Mediator shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.2 Prohibition against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Mediator, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Mediator shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA or its workers' compensation Third Party Administrator. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

6. INDEMNIFICATION

6.1 Indemnification.

The Mediator shall defend, indemnify and hold harmless OCFA, its officers, officials employees and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Mediator , its officers, employees and agents, arising out of or related to Mediators performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this

Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Mediator covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of the Mediator. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

OCFA and the Mediator reserve the right to terminate this Agreement at any time, with or without cause. Upon receipt of the notice of termination, Mediator shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Mediator shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Attorneys' Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No officer or employee of OCFA shall be personally liable to the Mediator, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Mediator or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Mediator covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Mediator shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

Information obtained by Mediator in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Mediator for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority
Attention: _____
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm: [Name] _____
Attention: _____
[Address]

10.2 Integrated Agreement.

This Agreement and all attached Exhibits contain all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability.

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

10.5 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Keith Richter, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

BARBARA RAILEANU
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

[MEDIATOR NAME]

Date: _____

By: _____

EXHIBIT B

STATEMENT OF WORK:

- 1) Mediate disputes between represented parties that arise involving claims that are subject to the Alternative Dispute Resolution Agreement between OCFA and OCPFA.
- 2) Assist the parties in resolving factual and legal disputes in an informal expeditious fashion.
- 3) Resolve issues that are subject to the jurisdiction of the Workers' Compensation Appeals Board, including but not limited to injury AOE/COE; discovery; temporary disability and LC §4850 issues; permanent disability; penalties; and medical care

MEDIATOR shall provide a flexible venue to resolve factual and/or legal disputes that are not amenable strictly to resolution through the expedited medical-legal process to parties who have agreed to participate in the voluntary mediation process. Mediator agrees to: (i) notify all parties of their selection within five (5) calendar days; (ii) schedule a mediation within forty-five (45) calendar days of notification; and (iii) prepare a summary of mediation results within thirty (30) days of the conclusion of mediation, providing a copy to the parties within said time frame, unless an extension of time is agreed to by the parties.

CONSENT CALENDAR - AGENDA ITEM NO. 7
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Dave Thomas, Assistant Chief
Operations Department

SUBJECT: **Request for Proposal No. DC1909 – Occupational and WEFIT Medical Services**

Summary:

This agenda item is submitted for approval of a contract for occupational and WEFIT medical services to UC Irvine University Physicians & Surgeons (UCI), Center for Occupational and Environmental Health (COEH), and the number one ranked firm in the RFP process.

Recommended Actions:

1. Approve and authorize the Fire Chief to execute the Professional Services Agreement with UCI COEH, for the initial one-year contract period not to exceed \$600,000.
2. Approve and authorize two (2) additional one-year extensions to the contract with pricing to remain the same in the second year, and a contract increase limited to 2% in the third year.

Background:

The Orange County Fire Authority (OCFA) has been contracting with UCI Healthcare for occupational medical services since January 1999 with annual contract renewal based upon review. These services included physical exams for new hires, WEFIT exams, management physicals, post deployment USAR exams and treatment for work-related injuries or illness, and return to work examinations. Due to the changes in the Workers' Compensation program, the work-related injuries and illnesses were removed in the scope of work in the RFP. In addition, the RFP was structured to allow for separate evaluation of occupational and WEFIT medical services allowing firms unable to provide the WEFIT services an opportunity to compete for the occupation services contract. Staff completed a vendor outreach in order to seek larger participation in the RFP process.

RFP Preparation

On February 13, 2014, an RFP was issued to solicit competitive proposals from medical providers to perform both occupational pre-employment and WEFIT medical services. A pre-proposal meeting was held at the RFOTC on February 20, 2014. Ten (10) firms participated in the non-mandatory meeting.

RFP Facts & Figures

Department/Section: Human Resources/EMS	Number Vendors Notified:	266
Pre-Proposal Date: 02/20/14	Number of Firms attending pre-bid:	6
Proposal Due Date: 03/13/14	Total Number of Proposals Received:	2
Date RFP Issued: 02/13/14	Number of firms invited for interview:	1

Proposal Evaluations

A committee was formed to evaluate the proposals based upon the grading/selection criteria set forth in the RFP. The committee was comprised of the following members, and signed Committee Member Statements were received from all.

Senior Human Resources Analyst, Human Resources, OCFA
 Medical Director, Emergency Medical Services, OCFA
 Risk Manager, Human Resources, OCFA

On March 13, 2014, proposals were received from the following firms:

Firm	Proposed Services
<i>UC Irvine</i>	Occupational & WEFIT
<i>Gateway Urgent Care</i>	Occupational only

The proposals for occupational and WEFIT medical services were evaluated separately as outlined in the RFP.

The results of the evaluation process of the Occupational Medical Services are provided below.

Occupational Medical Services	UC Irvine			Gateway Urgent Care		
Cost	\$455,025			\$378,125		
Evaluators	1	2	3	1	2	3
A. Method of Approach (20)	20	20	20	10	13	15
B. Qualifications & Experience (20)	20	20	20	15	18	16
C. Communication Resources(20)	20	20	20	20	17	17
D. Partnership Strength & Value Added Features (10)	10	10	10	10	5	8
E. Proposed Costs (30)	25	25	25	30	30	30
Sum of Proposal Ratings	95	95	95	85	83	86
Ranking	1	1	1	2	2	2
Written Sum of Ranking	3			6		

UCI was the only firm that submitted a proposal for the WEFIT medical services. Based on the outcome of the evaluation process for the occupational medical services, it was determined that further negotiation of a contract with UCI for both services was in the best interest of OCFA.

Negotiations & Results

An in-person meeting was held with UCI on April 30, 2014 and a request for the Best and Final Offer (BAFO) was sent to COEH on May 7, 2014. The BAFO response was received on May 12, 2014 (prior to the due date). The new UCI contract provides for all services from one central location (UCI COEH location – 19722 MacArthur Blvd. Irvine, California). The prior contract provided clinical services at two locations (UCI Medical Center and COEH clinic). Each of the

locations utilizes separate billing systems so the change to one location will streamline the billing and payment process.

The terms included in the RFP allow for an initial one-year contract term with the option for up to four (4) one-year extensions. COEH has agreed to keep the initial contract fees for the first two years of the contract and will not request an adjustment greater than 2% annually during the subsequent contract years. The prior contract provided an option for contract adjustments of up to 5% annually.

COEH may propose a rate increase on the “pass-through” contracted services paid on OCFA’s behalf, such as lab fees, if the actual costs for these services are increased. The pricing for the WEFIT exam, which includes both the medical and fitness testing, has remained at \$750 per exam since 2009 while several of the other services have had a small reduction from the previous contract.

The UCI COEH doctors and staff are fully committed to continue to provide OCFA with outstanding services. There has been some turn-over in doctors and staff during the course of the prior contract, but the program has remained stable and is fully staffed.

The Purchasing and Materials Manager confirms that the proposal and evaluation process was conducted in accordance with the OCFA’s Purchasing Ordinance and all applicable rules and regulations. Legal has reviewed the documents and approved them as to form. Based upon the evaluation committee’s recommendation, it is recommended that the contract for the occupational and WEFIT medical services be awarded to UC Irvine University Physicians & Surgeons, Center for Occupational and Environmental Health.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Included in the 2014/15 budget

Staff Contacts for Further Information:

Jeremy Hammond, HR Manager

jeremyhammond@ocfa.org

(714) 573-6018

Debbie Casper, Purchasing Manager

debbiecasper@ocfa.org

(714) 573-6641

Bill Lockhart, Battalion Chief, EMS

billlockhart@ocfa.org

Attachment:

Professional Service Agreement

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 1st day of July, 2014, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and The Regents of the University of California, a California Constitutional Corporation, on behalf of UC Irvine University Physicians & Surgeons, Center for Environmental Health, hereinafter referred to as “Firm”.

RECITALS

WHEREAS, OCFA requires the services of a qualified Firm for Occupational Medical Services and WEFIT Program, RFP #DC1909, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated March 13, 2014, which is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” (Occupational Medical Services) and Exhibit “B” (WEFIT Medical Services) and incorporated herein by reference. Firm agrees that it shall perform all services under this Agreement in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Additional Services.

Firm shall perform services in addition to those specified in Exhibit A and B, attached hereto when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Fire Chief upon approval from the Executive Committee.

2. COMPENSATION OF FIRM

2.1 Contract Pricing.

For the services rendered pursuant to this Agreement, OCFA shall compensate and reimburse the Firm in accordance with the terms set forth in the Pricing Schedule, provided in Exhibit "C", incorporated herein by reference, in an amount not to exceed \$600,000 per contract year.

2.2 Method of Payment.

In any month in which the Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

2.3 Changes.

In the event any change or changes in the services is requested by Firm or OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required

by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

2.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Firm shall use best efforts within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.3 Term.

This Agreement shall become effective on July 1st, 2014 and continue in full force and effect for one (1) year, unless earlier terminated as provided herein ("Initial Term"). Following the expiration of the Initial Term, this Agreement may be renewed annually at the option of OCFA, with the concurrence of Firm, for up to four (4) additional one-year terms.

4. COORDINATION OF WORK

4.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Dean Baker, MD, MPH.

The foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. Firm agrees to notify OCFA immediately in writing should the foregoing principal change during the term of this Agreement.

4.2 Contract Officer.

The Contract Officer shall be Jeremy Hammond, Human Resources Director, unless otherwise designated in writing by OCFA. It shall be Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Firm, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA or Firm.

4.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, performs the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent contractor of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance.

Each party, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

- A. Professional Medical and Hospital Liability
 - (1) Each Occurrence \$1,000,000
 - (2) General Aggregate \$3,000,000
 - (3) Personal and Advertising Injury \$1,000,000
 - (4) General Aggregate \$3,000,000
(Bodily Injury, Property Damage)

However, if such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - (1) Each Occurrence \$1,000,000
 - (2) Products, Completed Operations Aggregate \$3,000,000
 - (3) Personal and Advertising Injury \$1,000,000
 - (4) General Aggregate* \$3,000,000

*(not applicable to comprehensive form)

However, if such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering each party's full liability under Workers' Compensation and Safety Act of the State of California as amended from time to time.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of both parties against other insurable hazards relating to performance.

It should be expressly understood, however, that the coverages required under this section hereof shall not in any way limit the liability of either party. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the other party, its officers, agents, employees, and volunteers. Each party upon execution of this Agreement shall furnish the other party with Certificates of Insurance or other evidence of compliance with all requirements. Certificates shall further provide for thirty (30) calendar days advance written notice to the other party of any modifications, change, or cancellation of any of the above insurance coverage.

5.2 Indemnification.

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the other party, its officers, agents, or employees.

6. RECORDS AND REPORTS

6.1 Reports.

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have access to such records to the extent permitted by law.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Legal Action.

In the event, of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of California.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

7.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to Firm, except that where termination is due to an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate.

Firm reserves the right to terminate this Agreement at any time , with or without cause, upon thirty (30) days prior written notice to OCFA.

8. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

8.1 Non-Liability of OCFA Officers and Employees.

No official, officer or employee of OCFA shall be personally liable to Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to Firm or its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or

segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 Confidentiality.

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA. Both parties acknowledge that as public agencies both entities are subject to the California Public Records Act and cannot guarantee confidentiality.

9.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA:

Orange County Fire Authority
Attention: Jeremy Hammond,
Human Resources Director
1 Fire Authority Road
Irvine, CA 92602

With Copy To:

David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To FIRM:

Susan J. Rayburn
Chief Contracting Officer
UC Irvine University Physicians &
Surgeons, Center for Environmental
Health
333 City Blvd. West, Suite 160 Orange,
CA 92868

9.3 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement signed by both parties.

9.4 Amendment.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

9.5 Severability.

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

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto attest that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Keith Richter, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

“FIRM”

**UC IRVINE UNIVERSITY PHYSICIANS &
SURGEONS, CENTER FOR
ENVIRONMENTAL HEALTH**

Date: _____

By: _____

Susan J. Rayburn
Chief Contracting Officer

EXHIBIT A
SCOPE OF SERVICES
OCCUPATIONAL MEDICAL SERVICES

**EXHIBIT A
SCOPE OF SERVICES
OCCUPATIONAL MEDICINE SERVICES**

The Scope of Services to be provided includes the services in accordance with RFP DC 1909. These services will be provided by agreement between OCFA and the UC Irvine Center for Occupational and Environmental Health Medical Practice (COEH).

Pre-employment Screening Examinations:

Each OCFA candidate is required to complete a pre-employment physical examination that is specific to his/her job assignment.

Class I

History: Review of medical history (questionnaire)
Physical: Basic physical examination (vital signs, height, weight) and limited assessment based on review of medical history such a history of injury, surgery, accident or illness
Testing: Vision testing (Snellen)
Labs: Collection of urine specimen for drug/alcohol screen for new hires

Class I-X

History: Review of medical history (questionnaire)
Physical: Core physical examination (vital signs, height, weight, head, eyes, ears, nose, throat, heart, lungs, abdomen, neurological, skin and musculoskeletal; neck, back, and extremities to include range of motion, reflexes and strength)
Testing: Spirometry, if indicated *
Vision test (Snellen)
X-ray: Single view chest, if indicated*
Labs: Collection of urine specimen for drug/alcohol screen

Class II

History: Review of medical history (questionnaire)
Physical: Core physical examination (vital signs, height, weight, head, eyes, ears, nose, throat, heart, lungs, abdomen, neurological, skin, musculoskeletal; neck, back, and extremities to include range of motion, reflexes and strength, and grip strength of hands)
Testing: Audiogram
Spirometry
Vision testing (Snellen)
X-ray: Single view chest x-ray, if indicated*
Labs: Complete Blood Count
Urinalysis (microscopic)
Collection of urine specimen for drug/alcohol screen

Class III

History: Review of medical history (questionnaire)
Consent for drug/alcohol screen, when specified.
Physical: Core physical examination (vital signs, height, weight, head, eyes, ears, nose, throat, heart, lungs, abdomen, neurological, skin, musculoskeletal; neck, back, and extremities to include range of motion, reflexes and strength, and grip strength of hands)
Testing: Audiogram
Spirometry
Vision testing (Snellen)
X-ray: Single view chest x-ray, if indicated *

Labs: Complete Blood Count
Blood Chemistry Panel (CMP)
Urinalysis (microscopic)
Collection of urine specimen for drug/alcohol screen

Class IV and Class IV-R for New Reserve Firefighter Candidates

History: Review of medical and occupational history questionnaire
Physical: Core physical examination (vital signs, height, weight, head, eyes, ears, nose, throat, heart, lungs, abdomen, neurological, skin, musculoskeletal; neck, back, and extremities to include range of motion, reflexes and strength, and grip strength of hands) including rectal exam if over age 40; OB exam for women if over age 40 will be referred to the participant's primary healthcare provider
Testing: Audiogram
Spirometry
Grip Strength
Vision testing (Titmus)
Fitness Treadmill (if over age 35)
EKG
Tuberculin Skin Testing (2-step, if indicated)
X-ray: Chest x-ray, 2 views (PA & lateral)*
X-ray other body part, if indicated. *
Labs: Complete Blood Count
Blood Chemistry Panel (CMP)
Urinalysis (microscopic)
Hepatitis B titer, if indicated *
Hepatitis C titer (baseline required) *
Varicella titer, if indicated *
Collection of urine specimen for drug/alcohol testing screening
Immunizations: Tetanus/Diphtheria or Tetanus/Diphtheria & Pertussis, if indicated*
Measles, Mumps, Rubella Vaccine (MMR) if indicated (baseline) *

For additional information on OCFA required immunizations see Exhibit B "Immunizations and Infectious Disease Screening"

Management Physical Examination (Non-firefighter)

Management physicals are provided to OCFA managers who are not firefighters or fire management. This exam will include a comprehensive medical evaluation. The goals of the examination are to: detect medical conditions at an early stage, identify health risk factors and habits which can negatively impact health, and to refer the individual to his/her respective health provider for additional follow-up, if necessary. This evaluation includes:

History: Review of medical and occupational history
Computerized health risk assessment questionnaire
The health risk assessment consists of a detailed questionnaire that assesses the individual's risk factors such as family history, life style factors, weight, and the results of certain tests and measurements such as cholesterol and body composition and other factors. The results and interpretation will be reviewed by the physician and discussed with the participant.
Physical: Core physical examination including breast exam for women (optional) and Digital rectal exam for men over age 40

Testing: Spirometry
Vision testing (Snellen)
EKG
Fitness Treadmill

Labs: Complete Blood Count with differential
Comprehensive Metabolic Panel
Lipid Profile
Prostate Specific Antigen (PSA) for men over age 40 (optional)*
Urinalysis (microscopic)

Return to Work Evaluation

All OCFA employees are required to be cleared to return to work following an industrial or non-industrial injury. The medical provider will assist in evaluating the return to work status on a non-industrial basis, and, as appropriate and requested, on an industrial basis. The evaluation will determine the OCFA employee's ability to meet the physical demands of the job and to determine if any work restrictions are necessary.

Fitness for Duty Evaluation (Firefighters and Non-firefighters)

Fitness for duty evaluations are requested at times when there is a medical condition which requires a more specific evaluation beyond the return to work evaluation.

Post-Deployment Evaluation

OCFA personnel will be deployed to locations where there is a risk potential of increased occupational exposures. If determined by the OCFA Medical director, OCFA may request a post deployment medical exam. This exam will include:

- Focused history and physical exam
- Review of relevant records and questionnaire
- Labs and testing; dependent on exposure or exposures as determined by the OCFA Medical Director and/or the COEH medical provider*

Occupational Medicine Consultations

OCFA may request a consult with the medical provider to review and discuss occupational exposures and coordinate a treatment plan and/or response plan to assess exposures and plan for a response. Occupational medicine consultations could lead to medical specialty referrals.

Urban Search and Rescue (USAR) Examination: see under Exhibit B

DMV Evaluations: see under Exhibit B

* Refers to services provided at an additional cost in addition to the global rate listed for the examination

EXHIBIT B
SCOPE OF SERVICES
WEFIT PROGRAM

EXHIBIT B
SCOPE OF SERVICES
WEFIT PROGRAM; URBAN SEARCH & RESCUE; DMV EXAMINATIONS;
RECORDS AND DATA MANAGEMENT

WEFIT Examination

All career firefighters and fire management (Fire Chief, Deputy Fire Chief, Fire Division Chiefs, Fire Battalion Chiefs, and Executive Managers with safety classifications are eligible to participate in the WEFIT exam. The exam is not mandatory. Examinations are scheduled through the OCFA WEFIT Coordinator.

Note: * Refers to services provided at an additional cost in addition to the global rate listed for the examination

The WEFIT examination includes the following:

Medical, Occupational & Fitness History Questionnaire

An initial medical history questionnaire which provides baseline information with which to compare future medical and fitness concerns. Periodically, a questionnaire will be administered to provide follow-up information and will focus on changes in health and fitness status from the baseline questionnaire information.

Physical Examination

The physical examination shall consist of the following:

- Vital signs
- Head, eyes, ears, nose, and throat
- Thyroid gland: inspection and palpation
- Cardiovascular: inspection, auscultation, percussion and palpation
- Pulmonary: inspection, auscultation, percussion and palpation
- Gastrointestinal: inspection, auscultation, percussion and palpation
- Hernia exam (for males)
- Lymph nodes: cervical and axillary
- Neurological exam and assessment of major cranial/peripheral nerves, motor, sensory and reflexes
- Musculoskeletal: overall assessment of range of motion of all joints

Blood Analysis

The following are components of the blood analysis. At a minimum, laboratory services must provide these components in their automated chemistry panel and Complete Blood Count protocols:

- CBC with differential
- Liver Function Tests, including SGOT/AST, SGPT/ALT, LDT, Alkaline Phosphatase, and Bilirubin
- Triglycerides
- Glucose
- Blood Urea Nitrogen
- Creatinine
- Sodium
- Potassium

- Carbon Dioxide
- Total Protein
- Albumin
- Calcium
- Cholesterol, includes total cholesterol, low density lipoprotein (LDL-C) level, High Density Lipoprotein (HDL-C) level, and total cholesterol/HDL Ratio

Urinalysis

- Microscopic, includes WBC, RBC, WBC Casts, RBC casts and crystals

Heavy Metal and Specific Exposure Screening*

An exposure history will be obtained and reviewed to assess potential exposures to heavy metals, pesticides, and other potential hazards. Biological specimens (blood or urine) may be obtained as indicated to evaluate exposures:

- Urine: arsenic, mercury, and lead (baseline for OCFA HazMat and Urban Search & Rescue personnel)*
- Blood: lead, RBC cholinesterase (baseline for OCFA HazMat and Urban Search & Rescue personnel)*

Vision Tests (Examination plus Titmus)

Assessment of vision must include evaluation of distance, near, peripheral, and color vision. Recognize individuals' risks for common visual disorders including cataract, macular degeneration, glaucoma, and diabetic retinopathy.

Hearing Test (Audiogram)

Pulmonary (Spirogram)

Resting EKG

Chest X-Ray (PA and lateral)*

Initial baseline and repeat chest x-ray as indicated.
Repeat chest x-ray every five years as required or medically indicated.

Cancer Screening Elements (Optional)

The following cancer screening elements shall be made available to firefighter personnel with the individual's approval and consent.

- Clinical breast examination
- Prostate exam
- Digital rectal examination

Immunizations and Infectious Disease Screening*

The COEH medical provider will review a history of prior immunizations, and provide recommendations for needed immunizations and/or disease screening to the WEFIT participant and provide immunizations as indicated to firefighter personnel with the participant's approval and signed consent. The medical provider will administer the first dose of any immunization series, and will communicate with OCFA Emergency Medical Services about any needed immunization follow up. OCFA Emergency Medical Services Section maintains OCFA personnel immunization records. Blood tests to document immunity will be provided as needed.

OCFA will provide COEH with regular updates of all immunizations and communicable disease screening tests required for firefighters. OCFA WEFIT coordinators will advise any firefighter personnel to bring updated vaccination and medical records to the WEFIT appointment.

The following represents a list of immunizations and disease screening provided by OCFA as required for OCFA firefighter personnel. This list is provided as an information tool to COEH medical providers; the specific immunizations and disease screening that are approved to be administered by COEH are listed under the specific examinations in Exhibit A and Exhibit B and are provided for an additional charge.

- Tuberculosis screening; initial 2 step PPD and annual PPD thereafter
- Varicella Titer Screening
- Varicella Vaccine (if a negative titer has been obtained or if there is no history of disease)
- Hepatitis C Screening (baseline)
- Hepatitis B Virus Vaccine
- Hepatitis B Titer
- Hepatitis A Vaccine (offered to high risk firefighter personnel (HazMat, Urban Search & Rescue, Swift Water Rescue, and SCUBA)
- Tetanus/Diphtheria & Pertussis one time adult booster; Tetanus/Diphtheria booster every 10 years
- Polio Vaccine
- Influenza Vaccine, annual
- Measles, Mumps, Rubella Vaccine (MMR); COEH will provide the first MMR dose where indicated:

MMR Parameters:

Individuals born in or after 1957 must show documentation of one of the following:

1. Two doses of MMR on or after the first birthday, or
2. Physician diagnosed disease of measles, mumps and rubella, or
3. Laboratory evidence of immunity to measles, mumps and rubella. If no documentation is available and there are no medical contraindications, then two doses of MMR are recommended for those born in or after 1957

Individuals born before 1957 must show documentation of one of the following:

1. One dose of MMR, or
2. Physician diagnosed disease of measles, mumps and rubella, or
3. Laboratory evidence of immunity to measles, mumps and rubella. If no documentation is available and there are no medical contraindications, then one dose of MMR is recommended for those born before 1957

Fitness Evaluation

The fitness evaluation will consist of a fitness assessment. The firefighter will be given the choice of either performing the Functional Movement Screen (FMS-described below) and aerobic testing or the following fitness evaluation:

- Fitness Treadmill (Aerobic capacity using sub-maximal WFI protocol)
The FMS is a ranking and grading system that documents movement patterns that are key to normal function.
- Body composition assessment with skin fold measures
- Participant will choose either Functional Movement Screen (FMS) or the following fitness evaluation:

- Push Ups
- Sit-ups or Prone Plank
- Leg Strength or Vertical Jump
- Arm Strength
- Grip Strength
- Flexibility Evaluation

II. Combined WEFIT Exam and Pre-placement Physical Exam for New Hire Firefighter's (including Career and Hand Crew)

A firefighter candidate (new hire) will be given a pre-employment WEFIT exam along with the services listed below. OCFA requires the firefighter candidates to have the WEFIT exam completed and cleared prior to the start of the fire academy.

The firefighter candidate (new hire) receives a WEFIT exam in addition to the following services:

- Drug and alcohol testing (baseline-required) *
- Tuberculosis Skin Test (2-step), if indicated *
- Hepatitis B titer, if no documentation of immunity is available (per CDC guidelines)*
- Hepatitis B Vaccine (first dose), if indicated*
- Hepatitis A Vaccine (first dose), if indicated*
- Tetanus/Diphtheria or Tetanus/Diphtheria & Pertussis vaccine, if indicated*
- Hepatitis C titer (baseline required) *
- HIV test (optional) *
- Varicella titer, if no documentation of immunity is available (per CDC guidelines)*
- Varicella vaccine (first dose), if indicated*
- Measles, Mumps, Rubella Vaccine (MMR), if indicated (baseline)*

For additional information on OCFA required immunizations see Exhibit B “Immunizations and Infectious Disease Screening”

III. Combined WEFIT Examination and Urban Search and Rescue Examination; Combined WEFIT Examination and HazMat Examination

The combined evaluation includes the components of the WEFIT exam with the addition of the following services:

- Fecal Occult Blood Test (FOBT) *
- Blood lead level, (baseline) *
- Urine for heavy metals, (baseline) *
- RBC cholinesterase, (baseline) *
- Chest x-ray (PA and lateral), if indicated *

IV. Combined WEFIT Examination and DMV Medical Clearance; Combined WEFIT Examination and Crane Operator Medical Clearance

The combined evaluation includes the WEFIT Exam in addition to a review of the associated questionnaire (DMV or Cal/OSHA Crane Operator) and completion of the medical paperwork and clearance form.

VIII. California DMV Examination

The California DMV exam includes:

- Review of DMV questionnaire

- California DOT physical examination
- Testing:
 - Hearing (Whispered Voice)
 - Vision testing (Snellen)
- Urinalysis (dipstick or microscopic)
- Completion of required forms

V. Management Wellness & Fitness Examination (Non-firefighters): see under Exhibit A

Records and Data Management (UC, Irvine COEH Reports)

OCFA Firefighters' Individualized Reports

Written test results of the medical exam concerning health risks and health status shall be provided to the OCFA members. Written fitness assessment shall be provided to the OCFA member concerning the individual's physical capacity pertaining to his/her job related wellness and recommended exercise program.

Monthly Updated Roster of Completed WEFIT Evaluations

On a monthly basis, the COEH professional research staff directs a roster of firefighter names with dates of their WEFIT evaluations to the WEFIT Coordinator and Risk Manager.

Aggregate WEFIT Report

COEH will provide quarterly reports to the OCFA which reflect aggregate data (with no identifiable information), including, but not limited to the following variables:

- Number of WEFIT physical exams performed
- Number of WEFIT fitness exams performed
- Number of referrals for urgent medical issue
- Number of referrals to primary care physician for non-urgent medical issue
- Number with "Above normal body fat measurement
- Number with Elevated blood pressure on exam
- Number Hypertensive, taking medicine
- Number with Personal history of heart disease
- Number with Family history of heart disease
- Number with High total cholesterol (≥ 200 mg/dl)
- Number with Low HDL-C (< 35 mg/dl)
- Number with High ratio of total cholesterol/HDL-C
- Number with High LDL-C level (≥ 130 mg/dl)
- Number with Elevated triglycerides
- Number of smokers
- Number with personal history of diabetes
- Number with elevated fasting glucose (> 140 mg/dl)
- Number who have not met the American Cancer Screening Guidelines for the following:
- Fecal Occult Blood Test within the last year or sigmoidoscopy/colonoscopy every 3-5 years (ages 50 and older)
- Annual digital Rectal Exam (males age 40 and older)
- Serum PSA (African Americans (age 40 and older; Caucasians age 50 and older)
- Routine Pap Smear (females age 18 and older)
- Self breast exam (females)

- Clinical breast exam (females)
- Mammography, every 1 – 3 years (females age 40 – 49)
- Mammography, every year (females age 50 and older)
- Number with estimated VO₂ score of less than 42 ml/kg/minute (Aerobic capacity)
- Graphs and Histograms showing: fitness testing results by age group, body fat % and VO₂ max
- FMS aggregate data

COEH will maintain confidentiality of all medical records. COEH will utilize the services of professional medical research staff to update and provide reports. The cost of all reporting functions and the maintenance of all medical records are factored into the total cost of the WEFIT examination.

EXHIBIT C
SCOPE OF SERVICES
PRICING SCHEDULE

**EXHIBIT C
PRICING FOR EXAMINATIONS AND SERVICES**

<u>DESCRIPTION OF SERVICES</u>	<u>UNIT COST IN DOLLARS</u>	<u>COMMENTS</u>
Costs outside of bundled fee apply to all exams		
PRE-EMPLOYMENT PHYSICAL EXAMINATIONS		
Pre-placement Firefighter Exam	750	
Class I	98	
Class I-X	98	
Class II	165	
Class III	200	
Class IV	485	
CLASS IV-R for New Reserve Firefighter Candidate with Treadmill	485	
CLASS IV-R for New Reserve Firefighter Candidate without Treadmill	300	
Annual Management Examination with Treadmill	580	
Annual Management Examination without Treadmill (non-firefighter)	390	
WEFIT EXAMINATIONS	Estimated 600 WEFIT Exams per year; 100 are combined with other exams in this section primarily DOT/DMV exams	
Standard WEFIT exam	750	
WEFIT and Pre-placement; New Firefighter/Fire Reserve Exam	750	
WEFIT with Urban Search & Rescue Exam	750	
WEFIT with CAL/OSHA Crane Operator Medical Clearance	750	
WEFIT with Review Medical Certification for Pilot	750	
WEFIT with California DMV Exam	775	
WEFIT No-show Fee	375 per appointment	If greater than 15% of scheduled appointments are "no-show" in one month period

OTHER EVALUATIONS AND EXAMS		
Fitness for Duty	300	Initial visit
Return to Work	95	Per visit
Post-deployment	159	Initial visit
California DMV	175	
California DMV with WEFIT Exam	25	
SPECIFIED PROCEDURE		
Additional Questionnaire as Needed	10	
Occupational Medicine Specialist Consultation	300 per hour	
Medical Record Review	130 per hour	
ADMINISTRATIVE		
Non-Medical Record Review	50	
Electronic Health Risk Assessment	N/C	No charge for management WEFIT

DETAILED PRICING FOR CLINICAL TESTING AND MEDICATIONS AS A ONE TIME SERVICE FEE AND/OR APPLIED TO BUNDLED EXAMINATIONS AS AN EXTRA CHARGE		
<u>DESCRIPTION OF SERVICES</u>	<u>COST IN DOLLARS</u>	<u>COMMENTS</u>
Any additional fees outside the scope of agreed costs must be approved by the OCFA in writing prior to commencing service. This offer may not be withdrawn for a period of one hundred and eighty (180) days		
ELECTROCARDIOGRAM (EKG) TREADMILL TESTING		
Resting EKG	60	
Treadmill-Fitness Assessment (Submaximal Protocol)	191	
Treadmill WFI Protocol	191	
EKG/Cardiology Review	50/test	
HEARING		
Audiogram/Audiometry	31	
Audiology Evaluation Exam	298	
PULMONARY/LUNGS		
Spirometry	45	

VISION/EYES		
Visual Screening (Snellen)	17	
Visual Screening (Titmus)	30	
IMMUNIZATIONS & DISEASE SCREENING		
Gamma Globulin Injection	24	
Hepatitis A Vaccine one immunization	64	
Hepatitis B Vaccine Series of 3 Immunizations	154	
Hepatitis B Vaccine one immunization	51	
Hepatitis B Immune Globulin Injection 5ml	942	
Hepatitis B Immune Globulin Injection 1ml	188	
Hepatitis B Surface Antibody Test	32	
Hepatitis C Antibody Test	42	
HIV Antibody Test	25	
Influenza Vaccine	25	
Measles, Mumps Rubella (MMR) Vaccine; one immunization	45	
Polio Vaccine	30	
Tetanus/Diphtheria Vaccine	30	
Tetanus/Diphtheria C& Pertussis Vaccine	43	
Tetanus Toxoid Vaccine	30	
Tuberculosis Skin Test (PPD), apply one complete test	36	
Twinrix Vaccine (Hepatitis A and Hepatitis B Vaccines) one immunization (out of series of 3 immunizations)	85	
Varicella Titer	29	
Varicella Vaccine	42	
LABORATORY TESTS		
Alcohol Test, Urine	42	
Blood Lead	14	
Comprehensive Metabolic Panel (CMP)	15	Included in WEFIT cost
Complete Blood Count (CBC) with Differential	12	Included in WEFIT cost
Cholinesterase RBC	25	
Cholinesterase Plasma	30	
Direct Bilirubin	12	

Drug Screen, Urine	38	
Drug and Alcohol Screen, Urine	38	
Heavy Metals, Urine	50	
Hemoccult Slide	21	
Hepatitis B Surface Antibody Test	32	
Hepatitis C Antibody Test	32	
HIV Antibody Test	25	
Liver Function Test	12	
Lipid Profile	20	Included in WEFIT cost
Prostate Specific Antigen (PSA) Free and Total	41	
Stool for Occult Blood (Hemosure)	21	
Urinalysis with Microscopy	4	
Varicella Titer	29	
Zinc Protoporphyrin	45	
X-RAYS		
Ankle	94	
Any Single View X-Ray	66.80	
Chest (left and right oblique)	90	
Chest (PA)	67	
Chest (PA & lateral)	90	
Shoulder	76	
Elbow	80	
Knee (weight bearing view)	91	
Lumbosacral Spine (PA & lateral)	100	
Mammogram	182	
Wrist	76	

The Center for Occupational and Environmental Health (COEH) Rates

OCFA has permitted COEH to use sub-contracted qualified organizations, such as Gottschalk Radiology Department, Pacific Toxicology and other laboratories, for selected services to meet the special needs of the OCFA firefighters. These costs are generally less than those quoted in Exhibit C (above) and will not exceed those costs listed in Exhibit C.

WEFIT Evaluation Scheduling

Provider shall maintain a block of four appointments per one half day session for WEFIT evaluations on Mondays and Thursdays (totaling four half day sessions). Morning clinic sessions begin at 8:30AM and afternoon sessions begin at 1PM. Firefighters scheduled in the morning session must present by 9:30AM and 1:30PM for the afternoon session to allow for sufficient evaluation time.

The WEFIT Coordinator shall provide a monthly schedule of firefighter names/fire station# to COEH 14 days before the 1st of every month.

The WEFIT Coordinator and COEH staff will periodically review the annual OCFA calendars (TAG and others) and the COEH Clinic calendar to block clinic time for OCFA requests for additional WEFIT evaluations (one or more consecutive week blocks of Mondays – Fridays). One or more consecutive weeks (Mondays – Fridays), Tuesdays and/or Wednesdays and/or Fridays may be scheduled with 30 day notice. Saturdays may be scheduled with prior COEH approval and advance notification.

The COEH staff will be flexible and support scheduling of additional WEFIT evaluation time with advance notice.

“No-Show” Fee for WEFIT Exams and Combined WEFIT Exams:

On scheduled exam days, the Provider will notify the OCFA WEFIT Coordinator of names of no-shows. The Provider will provide the WEFIT Coordinator information that will assist and support the evaluation of the no-show rates.

On a monthly basis, if greater than 15% of the scheduled WEFIT Exam appointments are “no shows”, then OCFA shall reimburse Provider the amount of \$375.00 for each these “no show” appointments, with the following exceptions:

1. If weather, fire conditions, or a major emergency (e.g., flood watch, red flag warnings, regional fires, earthquakes or similar hazard) occurs, then cancellation of all unnecessary activities may be required as OCFA’s primary mission is to provide optimum emergency services. OCFA will inform Provider of these emergencies and will not be charged for these “no-show/excused” appointments.
2. In the OCFA verification process, individuals, who have gone on Worker’s Compensation between the time that the WEFIT appointment is scheduled and the actual appointment, will be identified. OCFA (via the supervisor, WEFIT Coordinator or risk management personnel) will inform Provider of these Worker’s Compensation cases, and OCFA will not be charged for these “no-show/excused” appointments.
3. Similarly, if an individual misses an appointment due to sick-leave, then OCFA will verify the sick-leave during the verification process. OCFA will inform Provider of this sick-leave and will not be charged for these “no-show/excused” appointments.
4. If OCFA is unable to schedule personnel 14 days prior to the scheduled exam date or appointment slot, then OCFA may cancel the exam date by giving 7-day written notice. Appointments canceled under these specific circumstances will not count as scheduled appointments.
5. If within 14 days of an OCFA-reserved clinic session, appointment slots remain unscheduled or have been canceled, the Provider is allowed to schedule a non-OCFA client.
6. If weather, fire conditions, or a major emergency (e.g., flood watch, red flag warnings, regional fires, earthquakes or similar hazard) occurs, then cancellation of all unnecessary activities may be required as OCFA’s primary mission is to provide optimum emergency services. OCFA will inform Provider of these emergencies and will not be charged for these “no-show/excused” appointments.
7. In the OCFA verification process, individuals, who have gone on Worker’s Compensation between the time that the WEFIT appointment is scheduled and the actual appointment, will be identified. OCFA (via the supervisor, WEFIT Coordinator or risk management personnel) will inform Provider of these Worker’s Compensation cases, and OCFA will not be charged for these “no-show/excused” appointments.

8. Similarly, if an individual misses an appointment due to sick-leave, then OCFA will verify the sick-leave during the verification process. OCFA will inform Provider of this sick-leave and will not be charged for these “no-show/excused” appointments.
9. If OCFA is unable to schedule personnel 14 days prior to the scheduled exam date or appointment slot, then OCFA may cancel the exam date by giving 7-day written notice. Appointments canceled under these specific circumstances will not count as scheduled appointments.
10. If within 14 days of an OCFA-reserved clinic session, appointment slots remain unscheduled or have been canceled, the Provider is allowed to schedule a non-OCFA client.

CONSENT CALENDAR - AGENDA ITEM NO. 8
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Dave Thomas, Assistant Chief
Operations Department

SUBJECT: **Request for Proposal No. MD1903 – Emergency Medical Supplies**

Summary

Due to the changes in the Roles and Responsibilities Matrix effective July 1, 2014, this agenda item is submitted for the approval of multiple awards for annual purchases of emergency medical supplies to the top three (3) ranked firms in the RFP process, Bound Tree Medical, Life Assist Inc., and McKesson Medical-Surgical Inc.

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue the following three blanket order contracts for a combined annual expenditure not-to-exceed \$750,000.
 - a. Bound Tree Medical in the amount of \$240,000
 - b. Life Assist, Inc. in the amount of \$82,500
 - c. McKesson Medical-Surgical Inc. in the amount of \$427,500
2. Approve and authorize up to two (2) additional one-year extensions to these pricing contracts based on the pricing adjustments provided in the best and final offers (BAFO).

Background:

The Emergency Medical Services Section (EMS) is responsible for procuring, distributing and maintaining the inventory of all emergency medical supplies used by OCFA to provide patient care and training for the firefighter/paramedics. This solicitation was issued as a routine process to replace the prior blanket order contracts established five years ago. The annual usage of these commodity contracts varies due to incident responses in the field, however the amount requested is based on previous expenditures and the funding available for supplies in the FY 14/15 budget. Maintaining inventory levels is essential to efficiently and effectively provide emergency medical response as required.

RFP Preparation

On March 24, 2014, a comprehensive RFP was issued to solicit competitive proposals from firms that supply emergency medical supplies on an as needed basis. The prior solicitation was issued as a bid. Staff prepared a more comprehensive specification for this RFP which clearly defined requirements, electronic systems for online accessibility, delivery requirements, Southern California warehousing requirements, and local representation. A non-mandatory pre-proposal meeting was held at the RFOTC on April 1, 2014. Two (2) firms attended the meeting in person and one (1) firm attended remotely.

RFP Facts & Figures

Department/Section: EMS	Vendors notified:	300
Date RFP Issued: March 24, 2014	Number of Firms attending pre-bid:	3
Pre-Proposal Date: April 1, 2014	Number of Proposals received:	7
Proposal Due Date: April 10, 2014		

Proposal Evaluations

A committee was formed to evaluate the proposals based upon the grading/selection criteria set forth in the RFP. The committee was comprised of the following members, and signed Committee Member Statements were received from all.

Battalion Chief, Emergency Medical Services, OCFA
Supply and Equipment Coordinator, Emergency Medical Services, OCFA
Fire Captain/Paramedic, Emergency Medical Services, OCFA

On April 10, 2014, proposals were received from the following vendors:

Bound Tree Medical
Henry Schein
Hull Anesthesia*
Life Assist, Inc.
McKesson Medical-Surgical, Inc.
Moore Medical
MMS Medical*

**These vendors were considered non-responsive and did not meet the requirements.*

The criteria and weighting used in evaluation of the proposals were as follows:

- Qualification and experience (10 points)
- Technical Resources (15 points)
- Proposed Costs (75 points)

The results of the evaluation process are provided in Attachment 1.

The evaluation committee conducted their individual scoring of the proposals based on the criteria established in the RFP MD1903. The pricing points were based on comparison of the line items bid by all vendors and then totaling the low cost proposal from all five proposals. The scores demonstrated a clear difference between Bound Tree, Life Assist and McKesson, the top three (3) ranking firms than the remaining two (2) proposals. The committee decided not to interview any firms based on prior experience with the successful vendors and a clear separation in the ranking. The evaluation committee recommended entering into concurrent negotiations with Bound Tree Medical, Life Assist Inc., and McKesson Medical-Surgical Inc., the top three (3) ranked firms based on the lowest pricing for each of the items.

All three (3) firms have been providing emergency medical supplies for the OCFA for the last five years. Their performance during this period has been exceptional. Awarding the three combined contracts based on low cost represents the best value and efficiency to the OCFA.

Negotiations & Results

Purchasing staff conducted negotiations with all three firms following the completion of the evaluation committee review. The initial combined low cost items from all three firms totaled \$479,206.33. The request for best and final offers resulted in the new combined low cost total of \$394,774.05, a savings of \$84,432.28 from the initial offers.

BAFO MULTIPLE CONTRACT PRICING		
Description	Original Low Cost	Final Low Cost
Bound Tree	\$156,850.19	\$156,764.64
Life Assist Inc.	\$ 62,359.48	\$ 53,429.75
McKesson	\$259,996.66	\$184,579.66
Total	\$479,206.33	\$394,774.05

Blanket Orders will be issued by the Purchasing Manager, referencing the RFP terms outlined in the firms' response to OCFA's RFP MD1903.

The Purchasing and Materials Manager confirms that the proposal and evaluation process was conducted in accordance with the OCFA's Purchasing Ordinance and all applicable rules and regulations. Based upon the evaluation committee's recommendation, staff is recommending contract awards to Bound Tree Medical, Life Assist Inc., and McKesson Medical-Surgical Inc.

Impact to Cities/County:

None

Fiscal Impact:

Sufficient funds have been budgeted to support this expense.

Staff Contacts for Further Information:

Bill Lockhart, Emergency Medical Services Battalion Chief
Operations Department
billlockhart@ocfa.org
(714) 573-6071

Debbie Casper, Purchasing Manager
Business Services Department
debbiecasper@ocfa.org
(714) 573-6641

Attachment:

RFP MD1903 Emergency Medical Supplies Evaluation Results

**ORANGE COUNTY FIRE AUTHORITY
MD1903 - EMERGENCY MEDICAL SUPPLIES - ATTACHMENT 1**

	Bound Tree			Henry Schein			Life Assist			McKesson			Moore		
Cost Proposal	\$343,242.80			\$332,300.77			\$360,469.13			\$298,477.89			\$354,147.95		
Evaluators	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
A. Qualifications & Experience (10)	10	10	10	2	1	2	8	8	8	9	9	9	4	5	4
B. Technical & Resources (15)	14	14	14	2	2	2	12	12	12	14	15	15	8	9	10
C. Proposed Costs (75)	65.22	65.22	65.22	67.36	67.36	67.36	62.1	62.1	62.1	75	75	75	63.21	63.21	63.21
Sum of Proposal Ratings	89.22	89.22	89.22	71.36	70.36	71.36	82.10	82.10	82.10	98.00	99.00	99.00	75.21	77.21	77.21
Ranking	2	2	2	5	5	5	3	3	3	1	1	1	4	4	4
Written Sum of Ranking	6			15			9			3			12		

Revised Pricing with Low Cost

	Bound Tree	Life Assist	McKesson
Cost Proposal Low Cost Annual	\$156,850.19	\$62,359.48	\$259,996.66

Revised Updated Pricing from BAFO

	Bound Tree	Life Assist	McKesson
Cost Proposal (BAFO) Annual*	\$156,764.64	\$53,429.75	\$184,579.66

*Adjusted to reflect change in BAFO pricing

CONSENT CALENDAR - AGENDA ITEM NO. 9
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Smith, Assistant Chief/Fire Marshal
Community Risk Reduction Department

SUBJECT: **Request for Temporary Three (3) Month Intterra Situation Analyst Service Extension Pending Initiation and Completion of Request for Proposal**

Summary:

This agenda item is submitted to request approval to extend the current blanket order with Intterra Corporation for an additional three months and to provide funding to continue uninterrupted subscription and access to the SituationAnalyst software, while the RFP process is initiated and completed.

Recommended Action:

Approve and authorize the Purchasing Manager to extend the previous sole source blanket order (B01469) with Intterra Corporation through September 30, 2014, and provide an additional \$7,500.

Background:

Intterra provides a web-hosted geospatial software system using a standard proprietary software product (SituationAnalyst) with GIS thin-client mapping and decision support capabilities including:

- Basic print, publish, search features
- Wildfire Risk Portal with Home Assessment Module
- Community Risk Data Collection Module
- Wildfire Preplan Module with Reporting
- Role based views for internal, external, and public customers

This contract provides support to the Ready, Set, Go program which allows for collaboratively assessing risk of wildfire, developing and monitoring mitigation alternatives and sharing data with homeowners in the Cowan Heights area.

The OCFA has been utilizing the products and services provided by Intterra Corporation for the past three years. The approval of the sole source contracts were within the authority of management.

The department seeks to expand the project and is currently in the process of sending out a Request for Proposals (RFP). It is anticipated that it will take approximately three months to issue and award a contract through the RFP process. Extending the current contract through September 30, 2014, will allow sufficient time to complete the RFP process, transition services, and to cover any potential lapse in service during that time. The monthly billing amount is \$2,500.

Impact to Cities/County:

None.

Fiscal Impact:

Included in the FY 2014/15 budget.

Staff Contact for Further Information:

Jennifer Bower, Assistant Fire Marshal
Community Risk Reduction Department
jenniferbower@ocfa.org
(714) 573-6103

Attachment:

None

CONSENT CALENDAR - AGENDA ITEM NO. 10
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Smith, Assistant Chief/Fire Marshal
Community Risk Reduction Department

SUBJECT: **Blanket Order Contract Extension – Santa Ana Plan Check Services**

Summary:

Due to the changes in the Roles and Responsibilities Matrix effective July 1, 2014, this agenda item seeks Executive Committee approval to renew the blanket order contract providing for plan review services for one year with CSG Consultants. The original contract did not exceed \$100,000 and did not require Executive Committee approval under the prior purchasing rules.

Recommended Actions:

1. Approve and authorize the Purchasing Manager to renew the blanket order (B01465) with CSG Consultants for one year for a not to exceed amount of \$69,000.
2. Approve and authorize up to two (2) additional one-year extensions to this agreement.

Background:

When Santa Ana joined OCFA, the Community and Development Department requested that OCFA provide staffing at the City's front counter with individuals that had the ability to perform over the counter plan reviews and participate in its development review staff meetings. As a result of this request, OCFA and the City of Santa Ana entered into a side agreement with provisions that the cost of backfilling OCFA staff would be borne by the City of Santa Ana. CSG Consultants participated in an RFP for plan review services and as a result was awarded this contract. The firm has been providing a part-time contract worker at the hourly rate of \$90.60 per hour to work at OCFA, while an OCFA employee manages the counter at the City of Santa Ana. The current blanket order expires July 30, 2014.

Impact to Cities/County:

None.

Fiscal Impact:

None, OCFA invoices the City of Santa Ana for the cost of CSG Consultants staffing.

Staff Contact for Further Information:

Pete Bonano, Deputy Fire Marshal
Community Risk Reduction Department
petebonano@ocfa.org
(714) 573-6101

Attachments:

None.

CONSENT CALENDAR - AGENDA ITEM NO. 11
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Blanket Order Contract Extension – Janitorial Supplies**

Summary:

Due to the changes in the Roles and Responsibilities Matrix effective July 1, 2014, this agenda item seeks approval of a blanket order contract renewal for janitorial supplies with Waxie Sanitary Supply. This cooperative contract has not been presented to Executive Committee for approval in the past as it was not required under the prior purchasing rules.

Recommended Action:

Approve and authorize the Purchasing Manager to renew the blanket order contract (B01383-2) with Waxie Sanitary Supply for a not to exceed amount of \$180,000 for one additional contract term through August 1, 2015.

Background:

The Service Center has utilized cooperative contracts to purchase janitorial supplies for all OCFA facilities since inception. In 2011, purchasing staff performed an analysis comparing different cooperative contracts and the competitively bid City of Tucson contract was selected. This change provided a savings of \$47,000 when compared to the prior fiscal year expenditures. Field personnel have expressed great satisfaction with the Waxie products.

The Service Center is requesting approval of a blanket order for a not to exceed amount of \$180,000 to cover janitorial supply expenditures during the next year based on historical usage.

Impact to Cities/County:

None.

Fiscal Impact:

The requested renewal has been anticipated and funding is available in the FY 2014/15 Budget.

Staff Contact for Further Information:

Debbie Casper
Purchasing & Materials Manager
debbiecasper@ocfa.org
714-573-6421

Attachments:

None.

CONSENT CALENDAR - AGENDA ITEM NO. 12
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Blanket Order Contract Increases and Extensions – Fuels Contracts**

Summary:

Due to the changes in the Roles and Responsibilities Matrix effective July 1, 2014, this agenda item seeks approval to renew and adjust Blanket Orders for fuel contracts used to supply fuel to the OCFA Fleet Section. These contracts have not been presented to Executive Committee for approval in the past as this was not required by the prior purchasing rules.

Recommended Action:

Approve and authorize the Purchasing Manager to renew the annual blanket orders with vendors for OCFA gasoline, diesel, and jet fuel purchases as proposed.

Background:

The Fleet Services Section utilizes Blanket Order Contracts (BOs) to procure fuel through cooperative contracts established by the State of California and the County of Orange in addition to a few contracts with member agencies. Due to the ongoing fueling needs of the OCFA, blanket orders for the purchase of fuel are established in order to replenish the tanks located at RFOTC and at 19 strategically located OCFA fire stations throughout the county.

Since each of these contracts were established at different times, the contract expiration dates vary, as do the number of years remaining for renewals. Since the cost of fuel is volatile, the annual cost can be difficult to accurately predict. The blanket order contract amounts are based on the fuel purchases anticipated during the year.

Fleet Services evaluates the prior year fuel consumption and trending of fuel cost. In addition, staff continually looks at ways to increase fuel mileage or cut down on miles driven by OCFA apparatus and vehicles. The duration of the requested renewals will in no case extend beyond the cooperative contracts.

Voyager Fleet Systems, Inc. – Fuel Credit Cards

Current State Contract is valid through October 2016.

The Orange County Fire Authority is an emergency response agency and requires the ability to refuel vehicles during emergency situations. The Voyager credit card system was implemented in order for OCFA personnel in the field to have the ability to refuel their apparatus as necessary without having to travel to an OCFA station equipped with a refueling facility or use personal funds. Each of the vehicles in the OCFA fleet is assigned a credit card for purchase of fuel. Although staff and crews attempt to fuel at one of the 20 OCFA fuel locations, the Voyager fuel card gives the flexibility to fuel at any retail gas station as needed both locally and out of county. This process allows for ease in refueling with good accountability and security.

Diamond Oil Services – Diesel and Unleaded Fuel

The current pricing contracts with Diamond Oil Service are from County of Orange Master Agreements MA-017-13010843 and MA-017-11012276. These master agreements are competitively bid regional cooperative contracts that provide other agencies better pricing for the purchase of fuel. Current pricing for the majority of OCFA needs is set to Los Angeles Oil Price Information Service (OPIS) + \$0.15 per gallon for unleaded fuel and Los Angeles OPIS + \$0.12 to \$0.15 for diesel fuel, which includes delivery charges to the various OCFA locations. OPIS complies with all international standards for price reporting agencies set forth by the International Organization of Securities Commissions for spot market pricing. OCFA has been receiving price reduction benefits by piggybacking off of County contracts for fuel purchases since our inception in 1995.

City of Westminster – Diesel and Unleaded Fuel

This is an ongoing contract with a member city for the utilization of fuel distribution facilities located at the Westminster city yard. This contract allows each authorized OCFA vehicle that has been issued a key fob to refuel at this facility. The key fob tracks the OCFA fuel usage and the city bills the OCFA for the fuel price paid by the city plus a 10% administrative fee.

City of Placentia – Diesel and Unleaded Fuel

This is an ongoing contract with a member city for the utilization of fuel distribution facilities located at the Placentia city yard. This contract provides access to authorized OCFA vehicles to refill at the facility and the OCFA usage is tracked and billed monthly. OCFA is billed the price of fuel paid by the city plus a \$0.20 per gallon administrative fee.

Defense Finance and Accounting Services – Jet Fuel

This is an ongoing contract for the purchase of Jet Fuel for the OCFA Helicopter Program at Fullerton Airport. Pricing is based on Defense Logistics Agency's standard pricing model which insulates military services from price swings. OCFA's 2014 rate is locked at \$3.62 per gallon.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

The requested renewals have been anticipated and are available in the FY 2014/15 Budget, General Fund 121.

Staff Contact for Further Information:

Rick Oborny, Fleet Services Manager
Support Services Department
rickoborny@ocfa.org
(714) 573-6651

Attachment:

Blanket Order Contracts – Fuel, Proposed Blanket Order Renewals

**Orange County Fire Authority
Blanket Order Contracts – Fuel
Proposed Blanket Order Renewals**

Attachment

Vendors & Blanket Orders	Contract End Dates for Annual Renewal Options	Original BO Amount	New Annual Total
Voyager Fleet Systems <i>Fleet Fuel Credit Cards</i> B01123-5	6/30/2014 6/30/2015 10/31/2016 State Cooperative Contract available through October 31, 2016	\$730,000.00	\$730,000.00
Diamond Oil <i>Purchase of Diesel Fuel</i> B01491	1/31/2015 1/08/2016 County of Orange Cooperative Contract available through January 8, 2016	\$900,000.00	\$900,000.00
Diamond Oil <i>Purchase of Unleaded Fuel</i> B01490	7/31/2014 7/31/2015 4/27/2016 County of Orange - Cooperative Contract Available through April 27, 2016	\$280,000.00	\$280,000.00
City of Westminster <i>Purchase of Unleaded and Diesel Fuel</i> B01009-7	6/30/2014 6/30/2015 6/30/2016	\$ 40,000.00	\$ 40,000.00
City of Placentia <i>Purchase of Unleaded and Diesel Fuel</i> B01005-5	6/30/2014 6/30/2015 6/30/2016	\$ 3,500.00	\$ 3,500.00
Defense Finance & Accounting Service <i>Purchase of Jet Fuel</i> B01335-3	1/09/2015 1/09/2016	\$140,000.00	\$140,000.00

CONSENT CALENDAR - AGENDA ITEM NO. 13
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Blanket Order Contract Extension – E911 and PBX Admin/Business Phone Systems**

Summary:

This agenda item seeks approval to renew and adjust annual Blanket Order BO1255-4 for a month-to-month extension for time and materials support of the OCFA Emergency 911 (E911) phone system and the PBX Business phone system for a period of time not to exceed one year.

Recommended Action:

Approve and authorize the Purchasing Manager to renew and adjust annual Blanket Order BO1255-4 for Verizon, Inc. on a month-to-month basis for a period of time not to exceed one year, for time and materials support of OCFA’s E911 and PBX Admin/Business phone systems.

Background:

The Fire Authority uses two (2) phone systems at the Reserve Fire Operations and Training Center (RFOTC) including the E911 phone system in the Emergency Dispatch Center, and the PBX/Admin phone system for employee use to conduct the business of the Fire Authority. These systems were installed when the RFOTC was constructed ten (10) years ago. These systems have functioned well, but the phone systems hardware has reached its end of life and must be replaced soon.

Staff is currently determining the best next generation E911 and PBX Admin/Business phone systems to replace the current systems in use at OCFA. Replacement of the systems is anticipated to occur in late 2014. Staff has been notified by Verizon, Inc., the vendor OCFA contracts with for support and maintenance of the systems, that the current system hardware has been end-of-life’d. Verizon Inc. has offered to continue support of the phone systems on a time and materials basis. After the new E911 and PBX phone systems have been installed and are operational, the Verizon Inc. time and materials support contract will be terminated.

Vendors & Blanket Orders	Contract End Dates for Annual Renewal Options	Original BO Amount	Proposed Adjustment	New Annual Total
Verizon Inc. <i>Emergency 9-1-1 phone system maint / support</i> BO1255-4 (\$30,947.44) and BO1256-4 (42,928.32)**	<u>6/30/2015</u>	\$30,967.44	\$40,928.32	\$71,895.76

** Staff is proposing to combine BO1255-4 and BO1256-4 into one Blanket Order for ongoing time and materials support at the current combined BO dollar amount.

Impact to Cities/County:

None.

Fiscal Impact:

The requested renewal and adjustments have been anticipated and are available in the FY 2014/15 Budget, General Fund 121.

Staff Contact for Further Information:

Joel Brodowski, Information Technology Manager
Support Services Department
joelbrodowski@ocfa.org
714-573-6421

Attachment:

Verizon, Inc. Hourly Rates



California State Government
 11080 White Rock Road
 Suite 100
 Rancho Cordova, CA 95670

Hi Monica,

It was a pleasure talking with you today, as per our discussion the system you are currently on, Vesta-CS1000 is end of life and no longer supportable via a contracted maintenance agreement. However we will support you via Time and Material as needed. The below listed rates are current per the 911 MSA and I have included the link to the State website for reference.

<http://www.caloes.ca.gov/PSC/Pages/Services/911/911Systems-and-Services-Contractor-Information.aspx>

<i>Classifications (Section 6.4.9.6)</i>	<i>Hourly Rate</i>
<i>Factory Trained Technician</i>	<i>\$150.00</i>
<i>Factory Trained Technician Overtime or after normal business hours M-F 8-5</i>	<i>\$200.00</i>
<i>Technician</i>	<i>\$135.00</i>
<i>Technician Overtime or after normal business hours M-F 8-5</i>	<i>\$175.00</i>
<i>System Engineer</i>	<i>\$250.00</i>
<i>System Engneer Overtime or after normal business hours M-F 8-5</i>	<i>\$350.00</i>
<i>Project Manager</i>	<i>\$200.00</i>
<i>Project Manager Overtime or after normal business hours M-F 8-5</i>	<i>\$300.00</i>

Let me know if you have any questions.

Thank you,

Dan Kelley

Lead Engineer-Network Consulting, Public Safety Solutions | Verizon Global Network
 Operations & Engineering

ENP 9-1-1

Tel: 916-431-4476 | Mob: 916-704-1202

CONSENT CALENDAR - AGENDA ITEM NO. 14
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Blanket Order Renewal – Microsoft Software Enterprise Agreements**

Summary:

Due to the changes in the Roles and Responsibilities Matrix effective July 1, 2014, this agenda item seeks approval to renew Blanket Order No. E00257-1 with Dell Computer, Inc. for the Microsoft Software Enterprise Agreement and annual true-up costs. The original contract was considered as a commodity contract and as such did not require Executive Committee approval under the prior purchasing rules.

Recommended Action:

Approve and authorize the Purchasing Manager to renew and adjust Blanket Order No. E00257-1 with Dell Computer, Inc. for \$312,590.78 to pay the third year Enterprise Agreement and annual true-up. This is the final year of this Microsoft Software Enterprise Agreement.

Background:

The Microsoft EA allows organizations with more than 250 computers, and devices to license Microsoft software over a three-year period at the best available pricing. This is a simplified way to manage software licensing through a single contract and maintains compliance. The Fire Authority has standardized on Microsoft software technology and purchased the Microsoft Software Enterprise Agreement to cover its 900+ desktop and laptop computers deployed at the 71 fire stations, the Reserve Fire Operations and Training Center (RFOTC) headquarters, and the OCFA data center where there are over 170 computer servers that run the business systems, safety systems, Geographic Information Systems (GIS), network, email, and the intranet. The EA authorizes OCFA to install and use any licensed Microsoft software during the three-year term of the EA including: software upgrades, software maintenance, technical support, employee computer-based training courses, computer training classes at Microsoft certified partners, Home Use Program (HUP), employee purchase program, and Microsoft engineering services. Some of the Microsoft software used includes: Office (Excel, Word, PowerPoint, and Access), Windows, Visio, Project, SharePoint, Server, Outlook/Exchange Email, Intranet, and SQL Database.

OCFA entered into the current three year Microsoft Software Enterprise Agreement (EA) with Dell Computer, Inc. in July 2012. IT staff determined that Dell Computer, Inc. offered the best value and technical support from the vendors on contract through the State of California cooperative agreement.

Prior to the end of each year of the EA contract, there is a true-up license process. The Fire Authority computer environment is extensive and constantly changing. The true-up process allows OCFA staff to install Microsoft software where needed throughout the year, and at the end of each annual period of the contract, an audit of all installed Microsoft software is completed. If the total number of installed licenses exceeds the number of licenses in the EA for the prior year, OCFA is required to purchase the additional licenses at the negotiated contract price. The total number of installed licenses may change as a result of adding additional staff or installation of new systems. Examples of these changes in the past included the addition of Santa Ana fire employees and the new Computer Assisted Dispatching (CAD) project. The CAD project will add 33 servers requiring additional Microsoft Windows Server and SQL database licenses.

Extending this blanket order, will allow for payment for the third year renewal of the current three-year EA and the annual true-up costs. IT staff will prepare specifications and coordinate with purchasing staff to issue a solicitation for the next agreement period.

Impact to Cities/County:
None.

Fiscal Impact:
The requested renewal funds have been anticipated and are available in FY14/15 CIP Fund 124.

Staff Contact for Further Information:
Joel Brodowski, Information Technology Manager
Support Services Department
joelbrodowski@ocfa.org
714-573-6421

Attachment:
Dell Computer, Inc. Quotation



Quotation

Quote Number: BJH14042801-R04
Quote Expires: Jun 30, 2014

Brad Handler
 Inside Account Manager
 850 Asbury Drive
 Buffalo Grove, IL 60089
 P: (800) 883-7213
 F: (866) 549-8209
 Bradley_Handler@Dell.com

Attachment

Customer: ORANGE COUNTY FIRE AUTHORITY
Contact: Dave McVey
Customer # : 256017
Phone:
Fax:
E-mail: DaveMcVey@ocfa.org
Date of Issue: Jun 09, 2014

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Mfg #	Quantity	Unit Price	Ext. Price
ENTCAL ALNG LICSA PK MVL PLTFRM USRCAL WSRVCS	76A-00010	368	\$232.33	\$85,497.44
OFFICE PRO PLUS LIC SA PLTFRM	269-12445	27	\$314.75	\$8,498.25
WINPRO ALNG UPG SA PK PLTFRM WMDOP	FQC-03030	27	\$100.13	\$2,703.51
SUBTOTAL - TRUE UP COSTS YR 2				\$96,699.20
VLA ENTERPRISE OFFICE PRO PLUS PLATFORM SA ALL LANGUAGES		885	\$79.48	\$70,339.80
VLA EXCHANGE SERVER SOFTWARE ASSURANCE ALL LANGUAGES		1	\$105.68	\$105.68
VLA EXCHANGE SERVER ENT SOFTWARE ASSURANCE ALL LANGUAGES		2	\$605.07	\$1,210.14
VLA LYNC SERVER ENT SA ALL LANGUAGES		1	\$605.07	\$605.07
VLA ENTERPRISE ENTCAL W/SERVICES PER USER PLATFORM SA ALL LANGUAGES		885	\$70.49	\$62,383.65
VLA SQL SERVER ENT SA PER 2 CORE LIC ALL LANGUAGES		16	\$2,053.73	\$32,859.68
VLA VISIO PRO WIN32 SOFTWARE ASSURANCE ALL LANGUAGES		100	\$79.48	\$7,948.00
VLA SYSTEM CENTER OPS MANAGER SERVER W/SQL SOFTWARE ASSURANCE ALL LANGUAGES		1	\$197.81	\$197.81

Quote Prepared By: Brad Handler

- 1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



Quotation

Quote Number: BJH14042801-R04
Quote Expires: Jun 30, 2014

Brad Handler
 Inside Account Manager
 850 Asbury Drive
 Buffalo Grove, IL 60089
 P: (800) 883-7213
 F: (866) 549-8209
 Bradley_Handler@Dell.com

Product Description	Mfg #	Quantity	Unit Price	Ext. Price
VLA WINDOWS PRO SA W/MDOP SA PLATFORM ALL LANGUAGES		885	\$35.08	\$31,045.80
VLA SHAREPOINT PORTAL SERVER SOFTWARE ASSURANCE ALL LANGUAGES		1	\$735.82	\$735.82
VLA PROJECT SERVER WIN32 PER USER CLIENT SOFTWARE ASSURANCE ALL LANGUAGES		20	\$23.98	\$479.60
VLA PROJECT SERVER WIN32 SOFTWARE ASSURANCE ALL LANGUAGES		1	\$735.82	\$735.82
VLA PROJECT PRO WIN32 WITH 1 CLIENT SOFTWARE ASSURANCE ALL LANGUAGES		5	\$154.96	\$774.80
VLA SYSTEM CENTER CONFIGURATION MANAGER SERVER W/SQL SA ALL LANGUAGES		1	\$197.36	\$197.36
VLA SYSTEM CENTER CONFIGURATION MANAGER SERVER MGMT LICENSE SA ALL LANGUAGES		1	\$23.31	\$23.31
VLA WINDOWS SERVER ENT SOFTWARE ASSURANCE ALL LANGUAGES		13	\$352.10	\$4,577.30
VLA WINDOWS SERVER STD SOFTWARE ASSURANCE ALL LANGUAGES		13	\$108.34	\$1,408.42
VLA SYSTEM CENTER STD PER 2 PROCESSORS SA ALL LANGUAGES		2	\$131.76	\$263.52
SUBTOTAL - ANNUAL PAYMENT YR 3				\$215,891.58

Notes: Quote based on EA Enrollment 4649793 2 yr Remain True UP and Yr 3 annual payment	Product Sub Total	\$312,590.78
	Grand Total	\$312,590.78
		USD

Quote Prepared By: Brad Handler

- Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
- All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

CONSENT CALENDAR - AGENDA ITEM NO. 15
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Blanket Order Renewals/Sole Source Approvals – Helmets and Defibrillator Supplies**

Summary:

Due to the changes in the Roles and Responsibilities Matrix effective July 1, 2014, this agenda item seeks Executive Committee approval to renew the sole source blanket orders used to purchase fire helmets and defibrillator supplies. These contracts are a result of equipment standardization and are only available from one source due to the limitations set by the manufacturers. These commodity purchase contracts have not been presented to Executive Committee for approval in the past as it was not required under the prior purchasing rules.

Recommended Action:

Approve and authorize the Purchasing Manager to renew the sole source blanket orders with vendors as proposed.

Background:

Allstar Fire Equipment Inc. – Phenix First Due Structure Helmets

The Orange County Fire Department standardized with the Phenix First Due structure helmet in 1978. The Phenix First Due fire helmet is a lightweight helmet (31 oz.), which offers an ergonomic design and great impact resistance. The Phenix First Due helmet meets or exceeds all of the requirements of National Fire Protection Association (NFPA) 1971-2013 Edition.

This helmet is currently used by various fire departments in Orange, Los Angeles, San Diego and Riverside Counties. Allstar Fire Equipment Inc. is the only dealer authorized to sell Phenix First Due helmets in the State of California as verified in a letter dated March 19, 2014 from Phenix Technology, the manufacturer. Staff conducted an informal price survey of other governmental agencies in California. The findings confirmed that OCFA is receiving favorable pricing for the Phenix helmets based on annual sales volume. The current unit cost of the helmets is \$190.50. Allstar has agreed to hold this contract price for one year. Beyond the year, the helmets are subject to manufacturer price increases. The average price increase for the past three years has been 5.23%. Staff is requesting authorization to renew this sole source blanket order as specified on the attachment for an additional three (3) years.

***Zoll Medical Corporation – Defibrillation Electrodes, Cables, and Miscellaneous/
Electrocardiography (ECG) Monitoring Electrodes***

The automated external defibrillators (AEDs) utilized by OCFA Emergency Medical Services (EMS) have been standardized with the Zoll Medical Corporation brand since 1995. Continued field evaluation supported a large sole source purchase of Zoll Series E semi-automatic monitors

and defibrillators approved by the Board of Directors on January 28, 2010. These units replaced previous generations of Zoll defibrillators. The defibrillation and ECG electrodes, patient cables, sensors and adapters are essential components required and must be compatible with the Zoll defibrillators and monitors. Utilizing other manufacturers' products voids the manufacturer's warranty and liability. Subsequently, with the standardization of the Zoll Medical equipment, OCFA is further required to purchase Zoll products and parts. Zoll sells directly and does not work through distributors. These contracts are needed for the purchase of disposable items needed for patient care. EMS staff was able to negotiate a 25-30 percent discount off list price for on the contract. Staff is requesting authorization to renew these sole source blanket orders as specified for an additional three (3) years.

Impact to Cities/County:

None.

Fiscal Impact:

The requested renewals have been anticipated and funds are available in the FY 2014/15 Budget.

Staff Contacts for Further Information:

Debbie Casper, Purchasing & Materials Manager
Business Services Department
debbiecasper@ocfa.org
714-573-6641

Bill Lockhart, Battalion Chief/Emergency Medical Services
Operations Department
billlockhart@ocfa.org
(714) 573-6071

Attachment:

Sole Source Blanket Order List

**Orange County Fire Authority
Blanket Order Contracts – Service Center & EMS
Proposed Sole Source Blanket Order Renewals**

Attachment

Vendors & Blanket Orders	Contract End Dates for Annual Renewal Options	Original BO Amount	New Annual Total
Allstar Fire Equipment Inc. <i>Phenix First Due Structure Helmets</i> B01241-4	<u>6/30/2015</u> 6/30/2016 6/30/2017	\$ 70,000.00	\$ 70,000.00
Zoll Medical Corporation <i>Defibrillation Electrodes, Cables & Miscellaneous</i> B01129-5	7/31/2015 7/31/2016 7/31/2017	\$320,000.00	\$320,000.00
Zoll Medical Corporation <i>ECG Monitoring Electrodes</i> B01131-5	7/31/2015 7/31/2016 7/31/2017	\$200,000.00	\$200,000.00

CONSENT CALENDAR – AGENDA ITEM NO. 16
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Mike Petro, Battalion Chief
Corporate Communications

SUBJECT: **Sole Source Approval – Buxton**

Summary:

Due to the changes in the Roles and Responsibilities Matrix effective July 1, 2014, this agenda item seeks Executive Committee approval to renew the sole source contract with Buxton for data, methodologies, and processing services, used in identifying and developing targeted fire prevention and safety programs for high risk communities and populations. This contract is only available from one source due to its proprietary nature and has not been presented to Executive Committee for approval in the past as it was not required under the prior purchasing rules.

Recommended Action:

Approve and authorize the Purchasing Manager to renew the sole source purchase order with Buxton for a not to exceed amount of \$25,000.

Background:

In 2011, the need for descriptive data was identified in order to more accurately serve OCFA's public through more targeted risk reduction programs. Buxton is the largest data aggregator of its kind in the United States, and provides unique and comprehensive demographic information, processes and methodologies, that guide OCFA's community education and risk reduction efforts.

The department confirmed this sole source vendor by researching other vendors offering similar services. Buxton is the only company that builds and maintains data from 250 sources. Additionally, they are the only vendor able to provide this data at the household level allowing for fine detail analysis. It is updated on a regular basis and is exclusive to Buxton through a partnership with Experian. The fine-scale community identification information, provided by Buxton enables OCFA to better identify, understand, and target Orange County communities. This results in more efficient and effective strategies delivered in ways that best resonate with each community and population. This contract is needed in order to continue with more accurately targeted risk reduction programs. Staff requests that this purchase order be issued to renew the contract for a one year period at a cost not to exceed \$25,000.

Impact to Cities/County:

This provides actionable information to facilitate risk reduction and safety strategies for at-risk communities.

Fiscal Impact:

This purchase is fully funded in the OCFA 2014/15 Corporate Communications budget.

Staff Contact for Further Information:

Kristen Lee, Management Analyst, RAME
Community Risk Reduction Department
kristenlee@ocfa.org
(714) 573 - 6172

Attachments:

None.

CONSENT CALENDAR - AGENDA ITEM NO. 17
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Sole Source Approval – Optisource**

Summary:

Due to the changes in the Roles and Responsibilities Matrix effective July 1, 2014, this agenda item seeks Executive Committee approval to renew the sole source purchase order with Optisource for *proprietary* software that scans OCFA documents into a digital format and then allows OCFA staff to access the information on designated secure computers. This purchase order has not been presented to Executive Committee for approval in the past as it was not required under the prior purchasing rules.

Recommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to Optisource for digital scanning of inactive paper files to CD ROM files at a cost not to exceed \$24,000 per year, for a three-year term effective July 1, 2014.

Background:

Since 2002, three OCFA sections, Clerk of the Authority, Finance, and Human Resources, have contracted with Optisource Technologies to provide digital scanning of inactive files to CD disks. Optisource provides OCFA the CDs and the *proprietary* software that scans OCFA documents into a digital format and then allows OCFA staff to access the information on designated secure computers.

OCFA's contract with Optisource is due to expire on June 30, 2014, and the three impacted sections are requesting to continue this service as a sole source vendor, due to the proprietary nature of its digital scanning program. Each vendor has a unique system for retrieval of its digitized files and files previously scanned utilizing Optisource software cannot be accessed by another vendor's product.

Current Utilization

The Clerk's Office is anticipating that with the implementation of the new OC Meds digital Patient Care Reports (PCRs), the need to maintain PCRs in this proprietary system will only be required until the existing documents residing on the system reach the end of their retention value. Historically, the annual cost has been approximately \$17,000. With the implementation of electronic PCR's, the projected annual cost is \$3,600.

The Finance Division is anticipating with the implementation of electronic time slips for all OCFA personnel, the need to maintain time slips in this proprietary system will only be required until the existing documents residing on the system reach the end of their retention period. Based on historical usage, the annual cost is approximately \$10,000.

The Human Resources Division uses Optisource primarily for the imaging of files associated with Worker Compensation, employee discipline/grievance, health insurance carrier/billing, background investigations, recruitment files, and negotiation documents. At this time, it has not been determined if or when Optisource services will no longer be needed. Based on historical usage, approximately \$10,000 is needed annually.

Impact to Cities/County:

None.

Fiscal Impact:

Funds for this purchase order are included in the Adopted Budget.

Staff Contact for Further Information:

Jim Ruane, Finance Manager/Auditor
Business Services Department
jimruane@ocfa.org
(714) 573-6304

Attachments:

None.

CONSENT CALENDAR - AGENDA ITEM NO. 18
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **June Legislative Reports**

Summary:

This item is submitted to provide an update on Federal & State legislative actions affecting OCFA.

Recommended Action:

Receive and file the reports.

Background:

At the writing of this staff report the Governor and Legislature have not acted on the State Budget and it is expected that consideration may occur Monday, June 16, 2014. However, there are a number of issues that appear in need of resolution and staff has directed our State lobbyists to provide its report at a later date. In order to provide the most current status of key budget actions its report will be distributed by June 24, 2014. This will include the status of actions on the Governor's proposal to fund firework disposal and State Responsibility Area fee grants to local agencies for fire prevention activities in the wildland urban interface.

At the federal level, the House Appropriations Committee is in the process of marking up the Homeland Security Appropriations bill to fund the National Urban Search & Rescue System (US&R). The funding is expected to be at the same level proposed in President's Budget of \$27.5 million. This is a decrease from FY 2014 of \$7.5 million dollars and would be passed along to the 28 US&R Task Forces. The OCFA would experience approximately a \$300,000 reduction if this cut were to occur.

However, we were informed by House Appropriations staff during our visit in February that they will plus this up on the floor, allowing an amendment to be offered restoring the \$7.5 million cut. This is similar to last year's action when US&R, along with other programs, was restored via action on the House floor. This allows the Appropriations committee to comply with the direction provided to them by Republican House leadership to not exceed spending limits. On the floor bi-partisan support can then be assembled for popular programs such as US&R.

As always there are no guarantees with the appropriations process and the OCFA, along with our partner US&R sponsoring agencies, has communicated our concerns regarding the President's proposed reduction. The OCFA coordinated submission of a letter from all eight California based Task Forces to Senator Feinstein stating our support for maintaining funding levels. Once the House acts it is our goal to have the Senate appropriate at the level of \$35 million. This would preserve past year funding levels and be consistent with House plans to increase funding

through floor amendment. This would prevent the need to address funding in Conference Committee later this year.

The report from our federal lobbyists will also be provided on June 24, 2014, so that we can provide update on House Appropriations and possibly Senate Appropriations set to occur later this month.

The following is a list of Legislative Bills with positions adopted by the Executive Committee in 2014 and their status as of June 12, 2014:

CA AB 1035	AUTHOR:	Perez J [D]
	TITLE:	Workers' Compensation: Firefighters/Peace Officers
	FISCAL COMMITTEE:	no
	URGENCY CLAUSE:	no
	INTRODUCED:	02/22/2013
	ENACTED:	05/13/2014
	DISPOSITION:	Enacted
	LOCATION:	Chaptered
	CHAPTER:	15
	SUMMARY:	Relates to workers' compensation and firefighters and peace officers. Extend the time period to commence proceedings to collect death benefits, if the proceedings are brought by, or on behalf of, a person who is a dependent on the date of death. Applies only to injuries causing death including cancer, tuberculosis, or a blood-borne infectious disease or certain skin infections. Prohibits the payment of death benefits under these provisions under specified circumstances.
	STATUS:	
	05/13/2014	Signed by GOVERNOR.
	05/13/2014	Chaptered by Secretary of State. Chapter No. 15
	PRIVATE FILE:	Master
	Position:	Support
CA AB 1561	AUTHOR:	Rodriguez [D]
	TITLE:	Taxpayer Contributions: Memorial Funds
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	01/29/2014
	LAST AMEND:	04/02/2014
	DISPOSITION:	Pending
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Extends the provisions of the Personal Income Tax Law that authorizes an individual to contribute amounts in excess of his or her tax liability for the support of specified funds, including, among others, the firefighters' Memorial Fund and the Peace Officer Memorial Foundation Fund.
	STATUS:	
	06/11/2014	From SENATE Committee on GOVERNANCE AND FINANCE: Do pass to Committee on APPROPRIATIONS. (7-0)
	PRIVATE FILE:	Master
	Position:	Support
	Subject:	Legislation

CA AB 2151 **AUTHOR:** Wagner [R]
TITLE: Counties: Search and Rescue: Costs
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 02/20/2014
LAST AMEND: 05/13/2014
DISPOSITION: Pending
COMMITTEE: Senate Governance and Finance Committee
HEARING: 06/18/2014 9:30 am
SUMMARY:
Provides that whenever a county or city and county is billed by another county or city and county for a search or rescue of one of its residents who is a specified age or older, the county of city and county may in turn seek reimbursement for the actual costs incurred from that resident, for the search and rescue necessitated the use of extraordinary methods and specified acts or omissions were a contributing factor to the need for the search and rescue. Requires an ordinance for reimbursement.
STATUS:
05/28/2014 To SENATE Committee on GOVERNANCE AND FINANCE.
PRIVATE FILE: Master
Position: Support
Priority: High

CA AB 2162 **AUTHOR:** Fox [D]
TITLE: Fire Protection: Elderly Residential Care Facilities
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/20/2014
LAST AMEND: 04/22/2014
DISPOSITION: Failed
LOCATION: ASSEMBLY
SUMMARY:
Requires a residential care facility for the elderly or an adult residential facility that has a valid license as of specified dates, to have installed and maintained, on or after a specified date, an operable automatic fire sprinkler system approved by the State Fire Marshal. Requires the State Fire Marshal to adopt regulations to implement these provisions. Limits specified inspection fees related to the sprinkler system.
STATUS:
06/05/2014 From ASSEMBLY Committee on GOVERNMENTAL ORGANIZATION without further action pursuant to JR 62(a).
PRIVATE FILE: Master
Position: Support

CA AB 2438 **AUTHOR:** Lowenthal B [D]
TITLE: Vehicles: Firefighter Endorsements
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 02/21/2014
LAST AMEND: 03/28/2014
DISPOSITION: Pending
FILE: 20

LOCATION: Senate Second Reading File

SUMMARY:

Revises the licensing requirement for a person who conducts driver training to include a person who possesses a class C license with a firefighter endorsement.

STATUS:

06/12/2014 In SENATE. Read second time. To third reading.

PRIVATE FILE: Master

Position: Support

CA SB 930

AUTHOR: Berryhill T [R]

TITLE: Arson

FISCAL COMMITTEE: yes

URGENCY CLAUSE: yes

INTRODUCED: 02/03/2014

LAST AMEND: 03/28/2014

DISPOSITION: Pending

COMMITTEE: Assembly Public Safety Committee

HEARING: 06/17/2014 9:00 am

SUMMARY:

Reenacts existing law that defines the crime of aggravated arson, and makes a person guilty of that crime if the person has been previously convicted of arson on one or more occasions within the past 10 years, or if the fire caused damage to, or the destruction of 5 or more inhabited structures. Increases the requisite amount of property damages and other losses that is the threshold for determining aggravated arson.

STATUS:

06/05/2014 To ASSEMBLY Committee on PUBLIC SAFETY.

PRIVATE FILE: Master

Position: Support

Subject: Fire Prevention

CA SB 1367

AUTHOR: Anderson [R]

TITLE: Sales and Use Taxes: Exemption: Public Safety

FISCAL COMMITTEE: yes

URGENCY CLAUSE: no

INTRODUCED: 02/21/2014

DISPOSITION: Pending

LOCATION: Senate Governance and Finance Committee

SUMMARY:

Exempts from sales taxes the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, any public safety first responder vehicle and any equipment required on those vehicles purchased by a local public agency.

STATUS:

05/14/2014 In SENATE Committee on GOVERNANCE AND FINANCE:
Failed passage.

PRIVATE FILE: Master

Position: Support

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Jay Barkman, Legislative Analyst

Support Services Department

jaybarkman@ocfa.org

(714) 573-6048

Attachments:

1. State Lobbyist Report (Forthcoming)
2. Federal Lobbyist Report (Forthcoming)



TO: Jay Barkman
Orange County Fire Authority

FROM: Jim Gross and John Moffatt

DATE: June 23, 2014

RE: May/June Legislative Activity Report

Since our last report, Nielsen Merksamer continues to be active on the bills and issues updated below. We would like to highlight two issues of special significance:

- 1. New President Pro Tem of the Senate** – On June 16, Senator Kevin De Leon (Los Angeles) was elected as the incoming President Pro Tempore of the California State Senate. Senator De Leon will be the first Los Angeles resident to lead the state Senate in two decades and the first Latino to hold the position since 1883. He will officially take over the position from current Pro Tem Darrell Steinberg on October 15, 2014. Senator De Leon is termed out in 2018.
- 2. State Budget Signed** – On June 20, 2014, Governor Brown signed the Fiscal Year 2014/2015 State Budget. A more detailed update on our efforts for OCFA in this year's budget is included below.

Bills

SB 661 (Hill) – Status: Awaiting Hearing in Senate Assembly Committee on Utilities and Commerce - Limousine Safety – OCFA's letter of support has been delivered to the author and the Orange County delegation. The bill was amended to clarify funding issues in response to the Governor's veto of the bill last year. The bill recently passed out of the Assembly Transportation Committee on a 10-0 vote.

AB 1035 (Perez) – Status: Signed by Governor - Workers' compensation: firefighters and peace officers. OCFA has opposed similar legislation in the past, all of which have been vetoed by Governor Brown. In his last effort to leverage the power of the Speakership (see above, the new Speaker was sworn in today), Speaker Perez quickly amended this bill in late April and aggressively moved it through both the Senate and Assembly in a matter of a week and half. Governor Brown signed this bill on May 13, 2014.

AB 1561 (Rodriguez) – Status: Awaiting Hearing in Senate Appropriations Committee - Taxpayer contributions- Firefighter and Peace Officer Memorial Funds - This bill extends the sunset dates for the California Firefighters Memorial Fund and California Peace Officers' Memorial

Foundation to January 1, 2021. The bill passed the Senate Governance and Finance Committee on a 7-0 vote on June 11, 2014.

AB 2151 (Wagner) – Status: Passed Senate Governance and Finance Committee - Counties: search and rescue: costs – This OCFA co-sponsored bill passed the Senate Governance and Finance Committee on a 7-0 vote on June 18, 2014. Along with Supervisor Spitzer, OCFA testified in “Support” of the bill at the committee hearing. At the hearing the author and Senator Wolk (Chair of the committee) discussed potential amendments to the bill to cap the amount that could be reimbursed under the provisions of the bill. In our testimony, OCFA testified in opposition to such a cap, noting that search and rescue operations are inherently expensive and, given the direct nexus between the criminal conduct and the need for the search and rescue effort, no cap was warranted. The Chair and committee noted these comments and the Chair, Assemblyman Wagner and Supervisor Spitzer are currently working on amendments to the bill to address these and other issues. Once amendments are completed, the bill will go directly to the Senate Floor.

AB 2493 (Bloom) – Status: Awaiting Hearing in Senate Governance and Finance Committee - Expands current redevelopment bond authorization to include the expenditure of excess bond proceeds derived from bonds issued on or before June 28, 2011, and would require proceeds derived from bonds issued between January 1, 2011, and June 28, 2011, to be used by successor agencies only for projects meeting certain criteria. OCFA is supporting this legislation on behalf of the City of Yorba Linda as they would use bond proceeds meeting the criteria in the bill to replace an existing, aged fire station. The bill recently passed the Senate Transportation and Housing Committee on a 9-1 vote.

Illegal Fireworks Disposal Budget Proposal

Governor Brown’s January budget proposal included both a short term and long term proposal to fund the disposal of illegal fireworks by the State Fire Marshal. This is an issue OCFA, Orange County and the state have been struggling with the past several years.

Over the past few months, Nielsen Merksamer worked with OCFA staff and the Administration to develop a strategy for the success of this proposal in the state budget process. This included enlisting the help of Nielsen Merksamer’s tax specialist attorneys to rewrite the proposal to streamline administrative processes for the State Fire Marshall in a manner that is compliant with various provisions of the California Constitution, including Proposition 26. The purpose of these revisions was to ensure that the measure is crafted in the most legally defensible manner and will withstand future legal challenges.

The Administration and legislature accepted Nielsen Merksamer's redraft of the proposal and introduced it as AB 1471 and SB 866. Because this proposal constitutes a tax under Proposition 26, it requires a 2/3 vote of the legislature to pass it, even as part of the state's majority vote budget. Nielsen Merksamer testified in support of the bill in the Senate Budget Committee on June 15. Representatives of the fireworks industry testified in opposition to the bill.

Because of the various budget and political factors currently in play, the Legislature did not take the bill up for consideration with the balance of the state budget on June 15. But, the bill may still be taken prior to the end of this year's legislative session on August 31.

We continue to work with the Brown Administration, the State Fire Marshal, Cal Fire and our various fire service and law enforcement allies to rally enough votes to pass this measure before August 31, 2014.

In addition, the Department of Forestry and Fire Protection has submitted a Budget Change Proposal Request to augment financial assistance for contract counties to address increased fire risk, and has requested \$9.5 million for grants for local agencies. The augmentation is nearly \$4 million total with 90 percent of it coming from the General Fund. The grant dollars will be available for fire safety councils, local conservation corps, and other groups doing fire safety programs, as well as for development or improvement in community wildfire protection plans and risk analyses.

Holland & Knight

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MEMORANDUM

June 20, 2014

To: Orange County Fire Authority

From: Lisa Barkovic
Dan Maldonado

Re: May-June 2014 Federal Update

This report has been prepared by Holland & Knight LLP for the Orange County Fire Authority (OCFA) to provide a federal update on various issues of interest to the Authority for May & June 2014.

FY 2015 Appropriations Update

The appropriations process for FY 2015 is well underway in both the House and Senate. On Wednesday, June 11, the House Appropriations Committee marked up and approved the FY 2015 Department of Homeland Security (DHS) Appropriations Bill by voice vote. The legislation includes \$39.2 billion for DHS and its related agencies which is about a \$50 million decrease from FY 2014 enacted levels. Funding for Urban Search and Rescue (USAR) and Assistance to Firefighter Grants (AFG) is included in this appropriations bill. Unfortunately, the House Homeland Security Appropriations subcommittee only provided funding for USAR at the President's FY 2015 budget request of \$27.5 million, which was \$7.6 million below the enacted level of FY 2014. This is exactly what the House Appropriations Committee offered the previous year with the intention of letting a Member offer a floor amendment to increase funding to previous levels. Funding for programs of interest to OCFA are included in the chart on the following page.

The House has not yet voted on the Homeland Security Appropriations bill on the floor yet due to changes in House leadership whom set the floor agenda, as well as, not opening the bill up to a fight on funding for Customs & Border Control due to the current high spike detaining immigrant children.

For its part, the Senate is not as far along as the House. The Senate Homeland Security Appropriations Committee marked up its FY 2015 Homeland Security Appropriations bill on June 24 and the full committee is expected to mark up on Thursday, June 26. Text of that bill has not yet been released but Senate appropriations staff released a summary detailing proposed funding levels. Their bill includes \$47.2 billion, \$643 million above the fiscal year 2014 enacted level. The Senate also provided funding for USAR at the FY 2014 enacted level of \$35.2 million.

**Public Safety
FY 2014 Federal Funding Priorities**

	FY 2014 Omnibus Enacted	FY 2015 President's Request	FY 2015 House	FY 2015 Senate
Homeland Security Bill				
<i>Federal Emergency Management Agency (FEMA)</i>				
Urban Search & Rescue (USAR)	\$35.18 m	\$27.513 m	\$27.513 m	Senate bill just released June 24
Firefighter Assistance Grants	\$680 m	\$670 m	\$680 m	
o <i>Assistance to Firefighter Grants (AFG)</i>	\$340 m	\$335 m	\$340 m	
o <i>Staffing for Adequate Fire and Emergency Response</i>	\$340 m	\$335 m	\$340 m	
Emergency Management Performance Grants	\$350 m	\$350 m	\$350 m	
Urban Area Security Initiative	\$600 m	**	\$600 m	
State Homeland Security Grant Program	\$466.35 m	**	\$466.35 m	
o <i>Operation Stonegarden</i>	\$55 m	**	\$55	
National Predisaster Mitigation Fund (PDM grants)	\$25 m	\$0	\$25 m	
Emergency Food & Shelter	\$120 m	\$100 m	\$120 m	

** The president's budget request broadly calls for \$1.0432 billion for the national preparedness grant program without breaking the request down into specific numbers for particular programs.

CONSENT CALENDAR - AGENDA ITEM NO. 19
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Keith Richter, Fire Chief

SUBJECT: **Short Term Communication Plan – Communications LAB**

Summary:

This item is submitted to provide a preliminary report regarding the OCFA Short Term Communications Plan developed by Communications LAB.

Recommended Action:

Receive and file the report.

Background:

In our efforts to improve communications with a variety of audiences, Communications LAB was awarded a contract in March 2014 following a competitive RFP process. Part of the scope established for their work was to assist OCFA Executive Management in restructuring the Corporate Communications Section, assisting to develop written policies and procedures, standardizing notification protocols, media training, and Section oversight.

Based on its preliminary assessment of the OCFA Corporate Communications Section and communications practices and protocols throughout the agency, Communications LAB has developed the preliminary Short Term Communications Plan (Attachment) to ensure that the section has the fundamental components it needs to be successful. This Plan is meant to be implemented concurrently with the recommendations outlined in the Management Partners Study, several of which the Communications LAB team will play an active role.

The attached Plan is considered a working draft at this time, to allow the Executive Management team an opportunity to share it with staff in the Corporate Communications Section, and share it with labor groups in order to be transparent and consider their input prior to presenting final recommendations and implementation steps.

At this point, we anticipate submitting the final Communications Plan to the full Board of Directors at its July meeting, along with the proposed implementation steps and planned completion dates. The final Plan will incorporate any changes that may result from our review and discussions with our internal stakeholders.

Impact to Cities/County:

Not Applicable.

Fiscal Impact

None.

Staff Contacts for Further Information:

Keith Richter, Fire Chief

keithrichter@ocfa.org

(714) 573-6010

Mike Petro, Battalion Chief

Corporate Communications

mikepetro@ocfa.org

(714) 573-6028

Attachment:

OCFA Short Term Communications Plan



Orange County Fire Authority Short term Communications Plan

Phase 1

Developed and Presented by



&



OCFA Short Term Communications– Phase 1

Based on our preliminary assessment of the OCFA Corporate Communications department and communications practices and protocols throughout the agency, Communications LAB and Thomas Communications Group have developed the following Short Term Communications Plan to ensure that the department has the fundamental components it needs to be successful. This plan is meant to be implemented concurrently with the recommendations outlined in the Management Partners Study, several of which the Communications Lab team will play an active role.

Several assumptions were made in building this plan. These include:

- Communications Lab team will serve as project managers;
- Communications Lab team will work in partnership with OCFA staff to achieve the outlined recommendations;
- All necessary resources will be made available to the Communications Lab team;
- Plan will be governed under a phased approach with iterative cycles to allow for periodic reviews and course corrections;
- A project timeline with an interactive Gantt chart will be created with objectives, milestones, deliverables and deadlines to effectively monitor progress and measure success.

The items below represent Phase One:

Priority	Category	Recommendation	Implementation Steps	Planned Completion	Person Responsible	Comments
1	Internal	Reorganize Corp Communications Office				
2	Internal	Conduct a full communications audit for OCFA				
3	Internal	Establish Departmental Roles and Responsibilities				
4	Internal	Refresh OCFA Identity & Style Guides				
5	Internal/External	Review / Assess new OCFA Website				
6	Internal	Review / Assess new OCFA Intranet				
7	Internal/External	Establish Social Media Standards				
8	Internal	Develop OCFA Communications Outreach Calendar				
9	All	Create Comprehensive Agency Communications Manual				
10	Board of Directors and Key OCFA Leadership	Media training				
11	Internal	Strategic Planning (Dept./Agency)				

CONSENT CALENDAR - AGENDA ITEM NO. 20
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Keith Richter, Fire Chief

SUBJECT: **OCFA Implementation Action Plan – Management Partners Study**

Summary:

This item is submitted to provide an update regarding the OCFA's Implementation Action Plan for the Management Partners Study.

Recommended Action:

Receive and file the report.

Background:

At the May 22, 2014, meeting of the OCFA Board of Directors, staff was directed to meet with the various labor groups to develop consensus towards the Implementation Action Plan. To date, staff has met with OCEA on May 22, 2014, and with the Firefighters and the Chief Officers Associations on May 28, 2014.

The Human Resources Director has scheduled an additional meeting with all three labor groups, set for June 25, to continue discussions about the Action Plan. Additional meetings may also be scheduled following the meeting on June 25. We are working to determine areas in which we have agreement with labor, areas that can/should be adjusted in order to achieve consensus vs. those areas that we are unable to achieve consensus.

At this point, we anticipate submitting the final results of our discussions to the full Board of Directors at its July meeting, along with the proposed Action Plan incorporating any changes that may result from our discussions.

Attached is the action plan that was previously submitted to the Board, and which is the subject of our current discussions.

Impact to Cities/County:

Not Applicable.

Fiscal Impact

None

Staff Contact for Further Information:

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Attachment:

OCFA Implementation Action Plan

Orange County Fire Authority Implementation Action Plan

May 2014



Making the Most of the Implementation Action Plan

This Implementation Action Plan is intended to guide the implementation by OCFA staff of Management Partners' 29 recommendations. The work involved in implementing the recommendations must be integrated into the other work of the organization, with appropriate assignments of responsibility for implementation and with the identification of specific planned completion dates. The Action Plan begins that process with guidance about the length of time that might be required to complete an individual recommendation (estimated total task time).

Prudent implementation of most recommendations requires "circling back" after implementation and fine-tuning the result based on experience. The step to do that is not spelled out for each recommendation in this document on the assumption that it would be part of our normal management system for any newly implemented change.

Orange County Fire Authority
Implementation Action Plan

Rec#	Recommendation	Implementation Steps	Planned Completion	Person Responsible	Comments
1	Develop clear expectations for accountability as well as the consequences, if individuals do not fulfill expectations.	<ul style="list-style-type: none"> Draft an outline of core expectations for employee accountability, including consequences Develop and execute strategy for communicating expectations and consequences throughout the organization (i.e., Chief's video chat, blast emails, station visits) Establish a process to reinforce expectations through training, corrective action and if necessary, discipline 	<p>June 30, 2014</p> <p>June 30, 2014</p> <p>June 30, 2014</p>	<p>Deputy Chief</p> <p>Fire Chief</p> <p>Deputy Chief</p>	<p>Assistance from Communications Lab</p> <p>Includes reinforcement by managers and supervisors in the organization</p>
2	Establish a professional standards unit for investigating complaints (and reviewing chain-of-command investigations), reports of rule violations and employee misconduct, including complaints by residents.	<ul style="list-style-type: none"> Obtain information about how existing units in Los Angeles and Sacramento were established Confer with legal counsel about meet and confer requirements, if any Determine whether unit could be staffed with existing personnel or if new resources are required Obtain approvals to establish unit Recruit and/or train staff for unit Communicate full implementation 	<p>June 30, 2014</p> <p>June 30, 2014</p> <p>July 31, 2014</p> <p>Aug. 28, 2014</p> <p>Oct. 31, 2014</p> <p>Nov. 30, 2014</p>	<p>Human Resources (HR) Director</p> <p>HR Director</p> <p>HR Director</p> <p>HR Director</p> <p>HR Director</p> <p>HR Director</p>	
3	Ensure investigations are conducted expediently and consistent with the California Firefighters Procedural Bill of Rights (FFBOR).	<ul style="list-style-type: none"> Review established protocols for handling investigations and modify as needed Establish a reporting process to monitor status of each investigation to ensure compliance 	<p>June 30, 2014</p> <p>July 31, 2014</p>	<p>Deputy Chief</p> <p>Deputy Chief</p>	<p>Support from HR Director</p> <p>Support from HR Director</p>
4	Establish a database to track investigations, recommendations, and actions taken.	<ul style="list-style-type: none"> Work with Information Technology Division to establish database Provide training on the use of the database 	<p>Completed</p> <p>June 30, 2014</p>	<p>HR Director</p> <p>HR Director</p>	<p>Support from IT as needed</p>

Orange County Fire Authority
Implementation Action Plan

Rec#	Recommendation	Implementation Steps	Planned Completion	Person Responsible	Comments
5	Provide training to all supervisors about how to give positive and negative feedback to employees.	<ul style="list-style-type: none"> Review training modules for delivering positive and negative feedback in Battalion Chief and Fire Captain academies and update as needed Develop refresher training for supervisors to coincide with rollout of new performance evaluation system Communicate the importance of providing regular verbal feedback to all supervisors, along with simple tips for doing so through video chats, email blasts and station visits 	<p>Sept. 2014</p> <p>Nov. 30, 2014</p> <p>July 31, 2015</p>	<p>HR Director</p> <p>HR Director</p> <p>Fire Chief</p>	<p>Assistance from Communications Lab</p>
6	Develop a timeline for choosing and implementing a new performance evaluation system.	<ul style="list-style-type: none"> Confirm the current schedule for procuring and implementing the system Complete the RFP evaluation Award contract Customize, populate and test system Train supervisors on the use of the system Meet with labor associations to preview system. Announce system implementation and how it will affect the delivery of performance-related feedback to employees 	<p>June 30, 2014</p> <p>July 31, 2014</p> <p>Aug. 21, 2014</p> <p>Nov. 30, 2014</p> <p>Dec. 31, 2014</p> <p>Jan. 1, 2015</p>	<p>HR Director</p> <p>HR Director Board of Directors IT Manager HR Director</p> <p>HR Director</p> <p>Fire Chief</p>	<p>Assistance from IT Division</p> <p>Assistance from vendor Assistance from vendor</p> <p>Assistance from Communications Lab</p>
7	Provide training on the importance and use of organizational performance measures so that everyone in the organization understands their function and purpose.	<ul style="list-style-type: none"> Develop training on what organizational performance measurement is, how to effectively monitor and report performance data, and how to use results to aid decision making and continuous improvement Identify participants for training Conduct training 	<p>Jan. 31, 2015</p> <p>Jan. 31, 2015 Mar. 30, 2015</p>	<p>Asst. Chief of Support Services (SS)</p> <p>Deputy Chief Asst. Chief of SS</p>	<p>May require outside help to develop and execute training</p>

Orange County Fire Authority
Implementation Action Plan

Rec#	Recommendation	Implementation Steps	Planned Completion	Person Responsible	Comments
8	Hold regular monthly one-on-one meetings with Executive Committee members and with other Board members at their request.	<ul style="list-style-type: none"> Establish a standing meeting schedule for each Executive Committee member Identify other Board members desiring monthly one-on-one meetings Establish a standing meeting schedule for each Board member wanting a monthly meeting 	June 19, 2014 June 19, 2014 June 30, 2014	Fire Chief Fire Chief Fire Chief	
9	Utilize video chats from the Fire Chief on a regular basis to convey important information.	<ul style="list-style-type: none"> Continue the monthly video newsletter Evaluate opportunities to expand the use of video chats and/or videoconferencing to share information in real time 	Ongoing Sept. 30, 2014	Fire Chief Communications Director	Assistance from Communications Lab Implement once new director is hired
10	Develop a written list of key messages to be shared following executive staff meetings, so all Division Chiefs and Battalion Chiefs have the same talking points and deliver the same message.	<ul style="list-style-type: none"> Establish format and protocols for writing and conveying key messages from executive staff meetings Meet with Division and Battalion Chiefs to communicate expectations for consistent delivery of key messages 	June 30, 2014 July 31, 2014	Deputy Chief Fire Chief	Assistance from Communications Lab, Communications Director (once hired)
11	Clarify the roles and responsibilities of the Division Chiefs.	<ul style="list-style-type: none"> Meet with each Board member and City Manager to discuss the desired role of Division Chiefs in their community and confirm OCFA's abilities to meet expectations Document and communicate critical tasks, core responsibilities, and expectations to Division Chiefs 	Mar. 31, 2015 July 31, 2014	Fire Chief Asst. Chief Ops.	Assistance from Deputy Chief and Asst. Chief Ops. Potential change in Board members in Jan. 2015
12	When a Division Chief serves more than one jurisdiction, assign a Battalion Chief as an additional liaison for each jurisdiction.	<ul style="list-style-type: none"> Designate a battalion chief from each division to serve as the back-up liaison Introduce back up liaison to Board member and City Manager from each jurisdiction 	Completed June 30, 2014	Asst. Chief Operations (Ops.) Fire Chief	Assistance from Division Chiefs

Orange County Fire Authority
Implementation Action Plan

Rec#	Recommendation	Implementation Steps	Planned Completion	Person Responsible	Comments
13	Establish or make more explicit the procedures for rotating staff Battalion Chief positions.	<ul style="list-style-type: none"> Document procedures for rotating staff Battalion Chief positions Confer with legal counsel on meet and confer obligations as needed Meet with Chief Officer Association to review procedures and their implementation 	Sept. 30, 2014 Sept. 30, 2014 Sept. 30, 2014	Asst. Chief Ops. Asst. Chief Ops. Asst. Chief Ops.	
14	Hire a communications professional to head the corporate communications function.	<ul style="list-style-type: none"> Obtain Board authorization for position Recruit and hire position 	Complete June 30, 2014	HR Director Fire Chief	Assistance from Communications Lab
15	Assign and train three Captains (one per shift) with good communication skills to assist the head of corporate communications as PIOs when needed.	<ul style="list-style-type: none"> Document list of existing trained Captains Identify whether additional personnel need training Develop formal protocols for assigning PIO responsibility to trained Captains 	June 30, 2014 July 31, 2014 Aug. 28, 2014	HR Director Asst. Chief Ops. Communications Director	Assistance from Communications Lab
16	Assign the community relations/education specialists to the Corporate Communications Division.	<ul style="list-style-type: none"> Transfer community relations/education specialist positions from the Community Risk Reduction Department to the Corporate Communications Division 	Complete	Deputy Chief	Completed in April 2014 with Community Risk Reduction department reorganization
17	Develop a corporate communications calendar that details the community risk reduction strategy of the department.	<ul style="list-style-type: none"> Complete recruitments for Fire Marshal and Communications Director Develop community risk reduction goals, objectives and communication strategies Develop annual calendar of community risk reduction activities, events and public information messages to be delivered to the community Establish a process to evaluate effectiveness of community risk reduction communication strategies at six month intervals 	June 30, 2014 Nov. 21, 2014 Dec. 19, 2014 Jan. 1, 2015	HR Director Fire Marshal Communications Director Communications Director	Assistance of Communications Director/Communications Lab

Orange County Fire Authority
Implementation Action Plan

Rec#	Recommendation	Implementation Steps	Planned Completion	Person Responsible	Comments
18	Fill the vacant Captain positions as soon as possible.	<ul style="list-style-type: none"> Establish promotional list for Captain positions Fill vacant positions from list 	Oct. 21, 2014	Asst. Chief Ops	Support from HR Director
			Nov. 28, 2014	Asst. Chief Ops	Support from HR Director
19	Negotiate a more cost-effective shift schedule for employees in the Emergency Command Center. Clarify language in the MOU.	<ul style="list-style-type: none"> Evaluate impacts of alternative shift schedules on staffing, overtime and associated costs Develop and present recommendations to Board (closed session) Meet and confer with OCEA on proposed shift changes 	Oct. 31, 2014	Asst. Chief Bus. Services	Involve Asst. Chief Support Services and HR Director
			Nov. 20, 2014	Asst. Chief Support Services	Assistance of HR Director
			Dec. 31, 2014	HR Director	Assistance of Asst. Chief Business Services, Asst. Chief Support Services
20	Establish joint labor-management committees for each labor association.	<ul style="list-style-type: none"> Invite each labor associations to participate in a joint-labor committee Establish protocols for referring issues to joint-labor committees 	July 31, 2014	Deputy Chief	Support from HR Director
			August 29, 2014	Deputy Chief	Support from HR Director
21	Evaluate the selection and promotion process to ensure all hiring practices are nondiscriminatory and fair.	<ul style="list-style-type: none"> Review and evaluate existing selection and promotion policies, procedures and practices Report results of the evaluation to the Chief, with recommendations for improvement Communicate results of the evaluation to labor association leaders 	Mar. 31, 2015	HR Director	
			April 30, 2015	HR Director	
			April 30, 2015	Fire Chief	
22	Establish an Advisory Promotional Process Review Committee to develop recommendations for improving the promotional selection process for safety positions.	<ul style="list-style-type: none"> Invite Local 3631 and Chief Officers Association to participate on Committee Meet to develop recommendations for improving the process Present recommendations to the Fire Chief 	Dec. 31, 2014	HR Director	May delay until completion of labor negotiations
			Feb. 28, 2015	HR Director	
			Mar. 31, 2015	Chair of Advisory Committee	Support from HR Director

Orange County Fire Authority
Implementation Action Plan

Rec#	Recommendation	Implementation Steps	Planned Completion	Person Responsible	Comments
23	Develop a formal succession plan for executive and senior management positions.	<ul style="list-style-type: none"> • Create a succession plan including the following components: <ul style="list-style-type: none"> ○ Additional workforce analysis to forecast future leadership needs ○ Identification of core competencies and job requirements for each position ○ Identification of training and professional development opportunities ○ Mechanisms for identifying and mentoring talent ○ Processes for documenting institutional knowledge ○ Implementation strategies and resources required 	Oct. 31, 2015	HR Director	Involve the executive management team, Division Chiefs, and Board Human Resources Committee
		<ul style="list-style-type: none"> • Communicate the succession plan to the Board and OCFA organization once developed 	Nov. 30, 2015	Fire Chief	
24	Create opportunities for cross-training, job shadowing, officer training, professional development, and mentoring.	<ul style="list-style-type: none"> • Provide information on effective mentoring and encourage employees to find a mentor and to mentor others 	May 31, 2015	HR Director	
		<ul style="list-style-type: none"> • Enlist the help of managers and supervisors to identify and implement cross training and/or job shadowing opportunities 	Oct. 31, 2015	HR Director	
		<ul style="list-style-type: none"> • Establish a process for tracking and documenting the results of cross training and job shadowing activities 	Nov. 30, 2015	HR Director	
25	Explore the feasibility of providing additional leadership development.	<ul style="list-style-type: none"> • Develop recommendations for expanding leadership training opportunities beyond the current program and identify the required resources 	April 30, 2015	HR Director	
		<ul style="list-style-type: none"> • Present recommendations for funding as part of the FY 2015-16 budget 	May 30, 2015	Fire Chief	

Orange County Fire Authority
Implementation Action Plan

Rec#	Recommendation	Implementation Steps	Planned Completion	Person Responsible	Comments
26	Review information with Board members on an annual basis that stresses their roles and responsibilities, including Board norms for behavior.	<ul style="list-style-type: none"> Schedule a special Board meeting to discuss roles, responsibilities, and other areas to enhance Board member effectiveness 	Feb. 28, 2015 and annually thereafter	Fire Chief	Also general counsel
		<ul style="list-style-type: none"> Review and update Board handbook materials to ensure clarity of roles, responsibilities and norms for behavior 	Jan. 31, 2015	Deputy Chief	Also general counsel
27	Provide an in-depth orientation for new Board members within 30 days of appointment.	<ul style="list-style-type: none"> Establish a process to invite new Board members for an orientation as soon as they have been appointed 	Nov. 28, 2014	Fire Chief	Have executive team participate in orientation
		<ul style="list-style-type: none"> Review and update Board orientation materials 	Dec. 28, 2014	Asst. Chief Bus. Services	Include input from executive team and general counsel
28	Authorize the Chair to make recommendations to Committee appointments, with ratification by the full Board.	<ul style="list-style-type: none"> Schedule discussion of a change in policy regarding Committee appointments for a Board meeting 	Aug. 28, 2014	Board Chair	
29	Establish Board norms for behavior.	<ul style="list-style-type: none"> Incorporate into special Board meeting referenced in Recommendation 26. 	Feb. 28, 2015	Fire Chief	
		<ul style="list-style-type: none"> Establish a process to periodically review Board norms for behavior 	Feb. 28, 2015	Executive Committee	

DISCUSSION CALENDAR - AGENDA ITEM NO. 21
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Jeremy Hammond
Human Resources Director

SUBJECT: **Executive Recruiting Firm - Fire Chief Recruitment**

Summary:

This item is submitted to initiate actions that will be necessary to support the Board of Directors' future selection of a new Fire Chief for the OCFA. This report is being submitted to the Executive Committee for review, with the intent for the Executive Committee to provide its recommendations to the full Board of Directors at the June 26 meeting.

Recommended Actions:

Review the proposed agenda item and recommend that the Board of Directors approve the following actions:

1. Direct staff to pursue an open recruitment using the services of an external Executive Recruiting Firm for completion of the OCFA Fire Chief recruitment.
2. Direct staff to complete a Request for Proposals (RFP) process to facilitate selection of an Executive Recruiting Firm.
3. Direct the *Fire Chief Recruitment Ad Hoc Committee* to conduct interviews with the top firms, following evaluation of proposals by staff, and to make a recommendation to the Executive Committee and Board of Directors for final contract award.

Background:

In response to Chief Richter's recent announcement that he will be retiring effective August 29, 2014, staff has begun to identify the steps that will be necessary to facilitate the Board of Director's selection of a new Fire Chief. In addition, Board Chair Weinberg appointed a *Fire Chief Recruitment Ad Hoc Committee* (i.e., the Ad Hoc Committee) to provide advisory input to the Executive Committee and Board of Directors regarding various elements of the new Fire Chief recruitment. The Ad Hoc Committee is composed of six Board Members, including:

- Al Murray, Tustin (Committee Chair)
- Gene Hernandez, Yorba Linda
- Rob Johnson, Cypress
- Warren Kusumoto, Los Alamitos
- Jeff Lalloway, Irvine
- Todd Spitzer, County of Orange

Recruitment Options

The first action required in initiating the Fire Chief recruitment is to determine what method OCFA would like to use for performance of the recruitment. Methods that could be used for conducting our Fire Chief recruitment include the following:

1. An open recruitment facilitated by an Executive Recruiting Firm
2. An open recruitment facilitated by members of OCFA staff
3. A closed internal promotional recruitment facilitated by members of OCFA staff

These options are listed on the attached outline, along with advantages and disadvantages for each method. Staff met with the Ad Hoc Committee to obtain their feedback regarding these potential options, and the Committee unanimously recommended Option 1, an open recruitment facilitated by an Executive Recruiting Firm. Although a closed internal recruitment would result in less time, effort, and cost, the thought was that selection of our new Fire Chief is such an important decision for the future of OCFA that it should be done through completion of a very thorough and independent search.

Methods for Selecting an Executive Recruiting Firm

Methods that could be used for selecting an Executive Recruiting Firm include the following:

1. Completion of a full Request for Proposal (RFP) process
2. Waive formal bidding requirements, and perform interviews with pre-selected firms
3. Waive formal bidding requirements, and tag-on to a recent OCFA RFP

Completion of a full RFP process will require about 4-6 weeks for issuance of the RFP, receipt of proposals, evaluation of proposals, interview with finalists, and award of contract. Alternatively, the Ad Hoc Committee considered the option of waiving formal bidding requirements, and instead identifying pre-selected firms to be interviewed by the Committee. This option would also potentially require 3-4 weeks to identify interview dates that would work for all members of the Committee and which could be scheduled with the candidate firms. Following interviews, the contract would still need to be negotiated and submitted for OCFA Board review and approval.

The last alternative reviewed by the Ad Hoc Committee is to waive formal bidding requirements and tag-on to a recent OCFA RFP. OCFA has completed two separate RFP processes for Executive Recruiting Firms within the last year. Based on both RFPs, contracts were awarded to Ralph Andersen & Associates, the highest ranked firm.

In reviewing the options for selection of an Executive Recruiting Firm, the Ad Hoc Committee recommended Option 1, completion of a full RFP process. Although time might be saved by waiving formal bidding requirements, the Committee concluded that OCFA would be best served by competitive selection of the recruiting firm, including final interviews to be conducted by the Ad Hoc Committee. The Ad Hoc Committee will then make a recommendation to the Executive Committee and the Board of Directors for final contract award.

Following the Ad Hoc Committee meeting, staff issued an RFP on June 19, 2014. The timeline defined in the RFP is intended to facilitate a recommendation for contract award at the meeting of July 24, 2014.

Future Board Workshop - Visioning Session

With the recommendation that staff complete an RFP process for the executive recruiter, the Ad Hoc Committee recommended that we use the 4-6 week time period while the RFP is underway to plan and prepare agenda materials for a Special Board Workshop. The purpose of the Workshop is to conduct a Visioning Session with the Board in order to establish clear organizational goals that will guide the Board for the future, and define the Fire Chief recruitment profile. The Visioning Session will be scheduled to occur shortly after the Executive Recruiting Firm has been hired. This will enable the recruiter to attend and hear the Board's dialogue firsthand, while gaining insight into the skills and characteristics that will be required of the new Chief.

Staff is currently developing the overall timeline for the RFP, the Visioning Session, and the Fire Chief recruitment. The Ad Hoc Committee also requested that OCFA's communications consulting firm, Communications LAB, be used to assist with communications-related strategies associated with the workshop. Detailed project plans and timelines will be reviewed with the Ad Hoc Committee prior to submission to the Executive Committee and the Board of Directors. In addition, staff will begin making inquiries with Board members to identify acceptable dates for scheduling the Visioning Session.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

The costs for an Executive Recruiting Firm were not anticipated in the FY 2014/15 Adopted Budget; therefore, a budget adjustment will be requested at the time Board approval is requested for award of contract.

Staff Contacts for Further Information:

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Lori Zeller, Assistant Chief
Business Services Department
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(714) 573-6020

Attachment:

Recruitment Options

**Orange County Fire Authority
Fire Chief Recruitment & Selection Plan
Recruitment Options**

Options	Advantages	Disadvantages
1. Open Recruitment by Executive Recruiting Firm	<ul style="list-style-type: none"> • A competitive open process allows review and comparison of all potential candidates • Ultimately, the selected Fire Chief will have “proven” himself/herself to be the top candidate among many • Executive Recruiter will provide greater expertise at seeking out and assembling a well-qualified and diverse pool of candidates • Executive Recruiter will be more knowledgeable in working with multiple stakeholders to identify one set of agreed upon “desirable candidate characteristics” • Executive Recruiter will be able to devote their time to this recruitment, without the other work-related time demands that OCFA staff already has 	<ul style="list-style-type: none"> • An open recruitment will require more time and effort than a closed internal promotional recruitment • Use of an Executive Recruiting Firm will result in an unplanned expense
2. Open Recruitment by OCFA Staff	<ul style="list-style-type: none"> • A competitive open process allows review and comparison of all potential candidates • Ultimately, the selected Fire Chief will have “proven” himself/herself to be the top candidate among many • Use of OCFA staff to facilitate the recruitment will result in no added costs 	<ul style="list-style-type: none"> • OCFA staff will have difficulty allocating the intense amount of time that will be required to screen through a diverse pool of candidates • OCFA staff may be lacking in the unique skills that Executive Recruiters have to “read” candidates and recognize their true strengths and weaknesses, vs. those candidates who are excellent at interviewing • If the recruitment is conducted by OCFA staff, this could create the perception that staff hand-picked the Chief based on a foregone conclusion
Options	Advantages	Disadvantages
3. Closed Internal	<ul style="list-style-type: none"> • A closed internal promotional recruitment results in the least 	<ul style="list-style-type: none"> • By closing the competition to in-house only, we will be unable to

**Orange County Fire Authority
Fire Chief Recruitment & Selection Plan
Recruitment Options**

<p>Promotional Recruitment by OCFA Staff</p>	<p>time, effort and cost</p> <ul style="list-style-type: none"> · If the Board is confident that the ideal candidate resides in-house, then this option is the most efficient · Prevents external candidates from being exercised unnecessarily if the Board believes the ultimate candidate will come from in-house 	<p>compare the skills and qualifications of our internal candidates to those in the external job market</p> <ul style="list-style-type: none"> · Ultimately, the selected Fire Chief will not have “proven” himself/herself through an intense competition · Could create the perception that OCFA staff hand-picked the Chief based on a foregone conclusion · Creates the potential for adverse sentiment towards the Chief, if some believe that the promotion was not truly earned
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DISCUSSION CALENDAR - AGENDA ITEM NO. 22
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Jeremy Hammond
Human Resources Director

SUBJECT: **Director of Communications Recruitment Process**

Summary:

This agenda item is submitted to transmit recommendations from the *Fire Chief Recruitment Ad Hoc Committee* relating to the recruitment process underway for the Director of Communications. This report is being submitted to the Executive Committee for review, with the intent for the Executive Committee to provide its recommendations to the full Board of Directors at the June 26 meeting.

Recommended Actions:

Review the proposed agenda item and recommend that the Board of Directors approve the following action:

Delegate responsibility to the Executive Committee to conduct closed session interviews with the top Director of Communications candidates and recommend final candidates to the Board of Directors, as proposed.

Background:

On April 16, 2014, OCFA's Human Resources Department opened a recruitment to fill the newly created position of Director of Communications. The recruitment was open through May 16, 2014, resulting in over 100 applications received. Initial screening of the applications resulted in identification of the top 11 candidates to move forward for additional screening.

During the *Fire Chief Recruitment Ad Hoc Committee* meeting on June 16, 2014, the Committee provided the following direction to staff relating to the Director of Communications recruitment process:

1. Allow members of the OCFA Executive Management team to proceed in interviewing the top 5-7 candidates, for purposes of providing advisory feedback to the Executive Committee.
2. Delegate responsibility to the Executive Committee to interview the top 5-7 candidates in closed session and recommend finalists to the Board of Directors.
3. Schedule interviews for the top 2-3 candidates in closed session with the Board of Directors, for purposes of providing recommendations to the Fire Chief who will make the final hiring decision.

Board Authorization Request

Board authorization is requested to delegate responsibility to the Executive Committee to interview and recommend final Director of Communications candidates to the Board of Directors.

The Brown Act permits closed session interviews of candidates so long as the body conducting the interviews has been delegated that authority.

Impact to Cities/County:

None.

Fiscal Impact:

None.

Staff Contacts for Further Information

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Lori Zeller, Assistant Chief
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Attachments:

None.

DISCUSSION CALENDAR - AGENDA ITEM NO. 23
EXECUTIVE COMMITTEE MEETING
June 26, 2014

TO: Executive Committee, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Executive Committee Meeting Date/Time Options**

Summary:

At the request of Director Bressette and approval by Fire Chief Richter, this item is being re-submitted for the Executive Committee to discuss a potential change in its regular meeting date and/or time.

Recommended Actions:

1. Executive Committee to reconsider changing the regular meeting day of the Executive Committee from the fourth Thursday of the month to the third Thursday of the month and/or change meeting time.
2. If applicable, report any new revisions at the June 26, 2014, Board of Directors meeting in connection with the Board agenda item regarding the proposed amendments to the Board Rules of Procedure.

Background:

At the March 30, 1995, Board of Directors meeting, the Board set the Executive Committee meeting schedule as the second Thursday of each month. Subsequently, the Board established standing committees and delegated authority to the Executive Committee to conduct all business of the Authority with the exception of budget approval, labor relations, and policy matters. At this time, the Board also changed the meeting day from the second to the fourth Thursday of each month.

At its meeting of November 21, 2013, a member of the Executive Committee discussed a need to meet more often, due to the substance and number of agenda items, and requested that staff prepare an action for the Committee's consideration to meet twice a month. In addition, a member of the Board of Directors requested consideration of a change in the start time for the Executive Committee meetings, to prevent these meetings from overlapping into the scheduled start time for the Board of Director meetings.

At its following meeting on December 11, 2013, while the Executive Committee did not elect to meet more frequently it did decide to change its regular meeting start time from 6:00 p.m. to 5:30 p.m. in hope of alleviating the overlapping into the scheduled Board meeting.

However, even with the expansion of the Executive Committee meeting by a half hour, due to a noted increase in discussion on many substantial matters that have been scheduled for consideration by the Executive Committee, the overlapping of meetings continued.

At its April 24, 2014, meeting, as a courtesy to the Board Members, the Committee requested staff schedule the reconsideration of the option for the Executive Committee to meet on a day independent of regularly scheduled Board meetings, which would remove any potential for overlapping of meetings.

Staff recommended the Executive Committee consider having its regular meeting on the third Thursday of the month, which would allow enough time to meet agenda deadlines for any Budget and Finance Committee recommendations to be forwarded for consideration within the same month by the Executive Committee and/or Board of Directors.

At this meeting, the Executive Committee decided rather than moving the meeting to a different date to change the meeting time from 5:30 p.m. to 4:30 p.m. This change has been scheduled for the Board's consideration at its June 26, 2014, meeting in connection with the other proposed amendments to the Board's Rules of Procedure concerning the membership of the Human Resources Committee and change in meeting time for the Claims Settlement Committee.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Sherry Wentz, Clerk of the Authority

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(714) 573-6041

Attachments:

None.