

Contract Number

SAP Number
N/A

Consolidated Fire Agencies Joint Powers Authority

Department Contract Representative	Damian Parsons
Telephone Number	909-356-2502
Contractor	
Contractor Representative	Leslie Parham
Telephone Number	909-356-2302
Contract Term	December 1, 2024 – June 30, 2025
Original Contract Amount	TBD
Amendment Amount	N/A
Total Contract Amount	TBD
Cost Center	8837005010

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, Consolidated Fire Agencies Joint Powers Authority (CONFIRE JPA) desires to obtain the services of CONTRACTOR on the terms and conditions set forth in this Contract, and

WHEREAS, CONTRACTOR has the skills and knowledge necessary to provide services for CONFIRE JPA;

WHEREAS, CONFIRE JPA desires that such services be provided by CONTRACTOR and CONTRACTOR agrees to perform these services as set forth below;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as an Emergency Communications Nurse with CONFIRE JPA. CONTRACTOR shall work cooperatively with CONFIRE JPA staff under the direction of the Emergency Communications Nurse Manager for the Emergency Communications Nurse (ECN) Program.

CONTRACTOR shall perform a broad range of responsibilities including, but not limited to, the following:

- A. CONTRACTOR shall utilize a computerized clinical decision support system to perform pre-hospital secondary medical triage of lower acuity 9-1-1 calls and perform a nursing assessment; CONTRACTOR shall formulate patient treatment plans and assist patients in arranging appropriate care using evidence-based emergency protocols as approved by the agency's Medical Director.
- B. CONTRACTOR shall interact with callers to quickly and accurately interpret symptoms; CONTRACTOR shall redirect callers to an appropriate level of care or educate the patient on self-management.
- C. CONTRACTOR shall provide instruction to patients regarding health and treatment plans, appropriate care resources, and health prevention and follow-up.
- D. CONTRACTOR shall apply professional clinical judgement gained from acute care experience to provide compassionate and polite communication to lower acuity callers who fall outside of the 9-1-1 system.
- E. CONTRACTOR shall coordinate patient transportation with participating agencies and resources and/or assist in arranging appropriate medical care and appointments when needed.
- F. CONTRACTOR shall participate in mandatory training to support the quality improvement process as it pertains to the ECN Program.

II. CONFLICT OF INTEREST

As a condition of employment, CONTRACTOR does hereby agree to follow and uphold the Conflict of Interest policy of the Personnel Rules for Board-Governed Special Districts as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active CONFIRE JPA employment providing such acts do not constitute a conflict of interest as defined herein. CONTRACTOR is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to CONFIRE JPA employment.

III. TERM

This Contract shall be effective December 1, 2024, and shall continue in effect until June 30, 2025, subject to the termination provisions below. The Appointing Authority for CONFIRE JPA is authorized to issue a written notice to CONTRACTOR to extend the term of this Contract once for a maximum of a single six (6)-month period. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by CONFIRE JPA. CONTRACTOR shall serve at the pleasure of the appointing authority or designee, who shall have the full authority and discretion to exercise CONFIRE JPA's rights under this contract.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, CONTRACTOR shall be considered a Contract employee in the Unclassified Service. CONTRACTOR shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County's (the County's) Non-Represented (NRP) Compensation Plan shall be adjusted in accordance with any future change to the County's NRP Compensation Plan. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder. If CONTRACTOR is a current Contract employee, this Contract supersedes any prior Contract and continues CONTRACTOR'S employment.

A. DEPENDENT CARE ASSISTANCE PLAN

CONTRACTOR shall be eligible to enroll and participate in the Section 125 Dependent Care Assistance Program (DCAP) in order to make an election to pay for certain dependent care expenses pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan, except that CONTRACTOR shall not receive any CONFIRE JPA match contributions with respect to participation in the Plan.

B. DEFERRED COMPENSATION

CONTRACTOR shall participate in the San Bernardino County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan. CONTRACTOR shall contribute 7.5% of the CONTRACTOR's biweekly gross earnings. The CONTRACTOR's contributions to PST Deferred Compensation shall be automatically deducted from CONTRACTOR's earnings. Maximum total contributions shall be 7.5% of the CONTRACTOR's maximum covered wages for Social Security purposes.

C. FLEXIBLE SPENDING ACCOUNT

CONTRACTOR shall be eligible to enroll and participate in the Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) in order to make an election to pay for qualifying medical care expenses pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan, except that CONTRACTOR shall not receive any CONFIRE JPA match contributions with respect to participation in the Plan.

D. LEAVE PROVISIONS

CONTRACTOR shall receive the following allowances providing the CONTRACTOR is in paid status:

CONTRACTOR shall be eligible to receive and utilize the following leaves: Sick, Bereavement, Vacation, and Holiday Leaves, pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan. Further, such Vacation leave allowances shall be available for use on the first day following the pay period in which it is earned, provided the CONTRACTOR has completed 160 hours of continuous service from the CONTRACTOR's hire date.

Upon separation from CONFIRE JPA employment, CONTRACTOR shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Unused Sick Leave shall not be payable upon separation from the CONTRACTOR.

E. LEGALLY REQUIRED BENEFITS

CONTRACTOR shall receive all benefits as required by law when eligible (e.g., FMLA, Military Leave, Time Off for Voting, Medicare, PST Savings Plan, and Affordable Care Act). Where CONFIRE JPA provides a greater benefit than is required by law, CONTRACTOR shall only receive

the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

F. NIGHT SHIFT DIFFERENTIAL

1. Purpose – It is the purpose of this provision to compensate CONTRACTORS, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.
2. Eligible Personnel – CONTRACTOR assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for night shift differential compensation. Further, CONTRACTORS who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty shall receive night shift differential compensation.
3. Special Provisions
 - i. Night shift differential compensation shall not be included in the base rate of pay when computing callback pay. CONTRACTORS who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.
 - ii. Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Contract.
4. Compensation
 - i. Employees whose assigned tour of duty, with or without intervening meal time, includes work hours between 5:00 p.m. and 7:00 a.m. shall receive shift differential of two dollars and twenty-five cents (\$2.25) for all hours worked between 5:00 p.m. and 7:00 a.m.
 - ii. (2) Compensation under this Article shall not apply to employees whose shift begins between 7:00 a.m. and 8:59 a.m.

G. OVERTIME

CONTRACTOR shall be compensated for time worked in excess of their regularly scheduled eighty (80) hours per pay period at premium rates, i.e., one and one-half (1 & ½) times the CONTRACTOR's base hourly rate pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan.

H. SALARY RATE

CONTRACTOR shall be compensated for services starting at a rate of \$55.99 per hour, Step 16 of salary range 45, not to exceed Step 16, the max step of salary range 45, pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan. CONTRACTOR shall be evaluated and may be eligible to receive subsequent merit step advancements of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours, not to exceed Step 16 of salary range 45, and upon approval of the appointing authority provided the CONTRACTOR receives a work performance evaluation with an overall rating of at least "Meets Job Standards" within six (6) pay periods of the CONTRACTOR's step advance eligibility date. Thereafter, CONTRACTOR shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

If the CONTRACTOR receives an overall rating of "Below Job Standards", the step will not be granted until the pay period in which the CONTRACTOR receives an overall evaluation of at least "Meets Job Standards."

CONTRACTOR does not gain probationary or regular status during the term of this CONTRACT. Payment for services shall be made bi-weekly during the term in accordance with the procedures established by the County Auditor/Controller/Recorder.

I. SALARY SAVINGS PLAN

CONTRACTOR shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the Plan Document, except that CONTRACTOR shall not receive CONFIRE JPA match contribution with respect to participation in the Plan.

J. BENEFITS UPON TERMINATION OF CONTRACT

CONTRACTOR Separated from CONFIRE JPA Service

Upon separation from CONFIRE JPA employment, CONTRACTOR shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Any and all unused Sick Leave shall be forfeited.

CONTRACTOR to Regular CONFIRE JPA Employment

In the event this Contract is terminated because CONTRACTOR is appointed to a regular CONFIRE JPA position without a break in service, the CONTRACTOR shall maintain original hire date, service hours, and time accruals unless otherwise stated or restricted in the applicable County MOU. Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time CONTRACTOR is appointed to a regular CONFIRE JPA position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of CONFIRE JPA in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the CONTRACTOR was hired. Any leave balances not authorized to be carried over shall be distributed as outlined in "CONTRACTOR Separated from CONFIRE JPA Service" above.

CONTRACTOR to New CONFIRE Contract Position

In the event the CONTRACTOR accepts another Contract position with CONFIRE JPA without a break in service, at the sole discretion of the appointing authority of CONFIRE JPA in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the CONTRACTOR was hired. Any leave balances not authorized to be carried over will be distributed as outlined in "CONTRACTOR Separated from CONFIRE JPA Service" above.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. CLASSIFICATION

CONTRACTOR will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the Personnel Rules for Board-Governed Special Districts afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU or ordinance. CONTRACTOR shall adhere to CONFIRE JPA's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

B. DIRECT DEPOSIT

CONTRACTOR must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by CONTRACTOR to make such arrangements will result in CONFIRE JPA paying CONTRACTOR via pay card.

C. EVIDENCE OF ELIGIBILITY TO WORK

CONTRACTOR shall have submitted evidence of eligibility to work in the United States and verification of identity prior to the effective date of this Contract. CONTRACTOR shall have successfully completed a pre-employment background check, including Department of Justice (DOJ) criminal background check via Live Scan fingerprinting, an employment and reference check via SmartHIRE, and a medical examination through the San Bernardino County's Center for Employee Health and Wellness (CEHW). This provision is satisfied if CONTRACTOR is a current employee who previously met the requirements of this provision.

D. HOURS OF WORK

CONTRACTOR shall be required to work during such hours as necessary to carry out the duties of their position, as designated by CONFIRE JPA, and such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured, pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan.

E. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that CONTRACTOR may receive from CONFIRE JPA shall be fully reimbursed to CONFIRE JPA if CONTRACTOR is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

F. STANDARD TOUR OF DUTY

CONTRACTOR's standard tour of duty represents the time CONTRACTOR is regularly scheduled to work. CONTRACTOR shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported as time worked for the day in which the tour of duty began. The appointing authority shall establish the actual number of hours, which comprises the standard tour of duty for CONTRACTOR. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift for CONTRACTOR to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes, they shall notify CONTRACTOR in writing indicating the proposed change prior to its implementation advising them to contact the appointing authority if they have any questions. Any such modifications or changes may not be implemented until CONTRACTOR has received a minimum notice of fourteen (14) calendar days, unless the CONTRACTOR specifically consents to a lesser time period, or in the event of an emergency.

G. WORKERS' COMPENSATION AND LIABILITY COVERAGES

CONTRACTOR shall be covered by CONFIRE JPA's Workers' Compensation insurance coverage during the hours actually worked under this Contract. CONTRACTOR shall be covered by CONFIRE JPA's Public Liability Insurance only while performing services under this Contract. CONTRACTOR shall only receive those benefits as required by law.

VI. CONCLUSION

- A. This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding the CONTRACTOR's rights and obligations of the parties, including all covenants, conditions and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CONFIRE JPA

►

Nathan Cooke, CONFIRE Interim Director

Dated: _____

CONFIRE JPA

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title Emergency Communications Nurse (FULL-TIME)

(Print or Type)

Dated: _____

Address: _____
