



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 · Mather, California 95655 · Phone (916) 859-4300 · Fax (916) 859-3700

**ADAM A. HOUSE**  
Fire Chief

## BOARD OF DIRECTORS - REGULAR MEETING AGENDA

**John Costa**  
Board President  
Division 9

**Thursday, May 14, 2026 – 6:00 p.m.**  
**Sacramento Metropolitan Fire District**  
**10545 Armstrong Avenue, Suite 200**  
**Boardroom – Second Floor**  
**Mather, California**

**Robert Webber**  
Board Vice President  
Division 3

**&**  
**Remotely Via Zoom**  
**Webinar ID: 827 3461 0232 #**

**Brian Rice**  
Board Secretary,  
Division 7

**Passcode: metro2101**  
**Phone: 1 (669) 444-9171 or 1 (669) 900 6833**

**Cynthia Saylor**  
Board Member  
Division 1

**Passcode: 838771796 #**

<https://us06web.zoom.us/j/82734610232?pwd=SFILQ1Znd25RSmlhdXZVQVh4d1VWZz09>

**Grant Goold**  
Board Member  
Division 2

*The mission of the Sacramento Metropolitan Fire District is to provide professional and compassionate protection, education and service to our community.*

**Ted Wood**  
Board Member  
Division 4

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. **To view the meeting via the Zoom Application, please click on the link above.**

**Shawn Stark**  
Board Member  
Division 5

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least forty-eight (48) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

**D'Elman Clark**  
Board Member  
Division 6

**Marni Rittburg**  
Board Clerk  
(916) 859-4305

[rittburg.marni@metrofire.ca.gov](mailto:rittburg.marni@metrofire.ca.gov)

**Gay Jones**  
Board Member  
Division 8

The Board will convene in open session at 6:00 p.m.

Serving Sacramento and Placer Counties



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, MAY 14, 2026

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

## METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District is recorded. The recording will be cablecast on Metro Cable Channel 14, the local government affairs channel on the Comcast and DirecTV U-Verse cable systems. The recording will also be closed captioned and video-streamed at [metro14live.saccounty.gov](http://metro14live.saccounty.gov). Today's meeting replays at **6:00 p.m. on Monday, May 18, 2026**, and again at **6:00 p.m. on Wednesday, May 20, 2026**, on Metro Cable Channel 14. Once posted, the recording of this meeting can be viewed on-demand at [youtube.com/metrocable14](http://youtube.com/metrocable14).

## PUBLIC OPPORTUNITY TO DISCUSS MATTERS OF PUBLIC INTEREST WITHIN DISTRICT JURISDICTION INCLUDING ITEMS ON OR NOT ON AGENDA:

*The Board of Directors of the Sacramento Metropolitan Fire District appreciates and encourages public interest and welcomes questions and opinions at its meetings. Public members wishing to address the Board are requested to first be recognized by the presiding officer and identify themselves for the record. The presiding officer may, in the interest of time and good order, limit the number of public member presentations. Speakers' comments will be limited to **three (3) minutes** (Per Section 31 of the Board of Directors Policies and Procedures).*

*In accordance with Section 31 of the Board of Directors Policies and Procedures, members of the Public requesting their written comments be read into the meeting record must be present or have a representative present to read their comments during the time allotted.*

## CONSENT ITEMS:

*Matters of routine approval including but not limited to action summary minutes, referral of issues to committee, committee referrals to the full Board, items that require yearly approval, declaration of surplus equipment, and other consent matters. The Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.*

## CONSENT ITEMS

Page No.

### 1. Action Summary Minutes

8

**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meeting of March 26, 2026 and April 9, 2026.



## Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, MAY 14, 2026

2. **Continuing Emergency Work Approval – 10545 Armstrong Avenue** 20  
**Recommendation:** Determine that an emergency continues to exist and authorize contracting without a competitive solicitation for bids pursuant to PCC Section 22050 for the repair, demolition, and clean-up services required to restore 10545 Armstrong Avenue to a condition safe for occupancy.
3. **Adopt Resolution – Contract Award Recommendation – Firefighter Occupational Medical Evaluation, Testing, and Screening Services** 21  
**Recommendation:** Adopt Resolution approving a contract award to MyNP.com Nursing Corporation and authorize the Fire Chief or his designee to negotiate, execute, and administer an agreement materially similar to the attached agreement. Staff further recommends that the Board authorize the Fire Chief or his designee to negotiate, execute, and administer an agreement with the next highest ranked proposer if, after having bargained in good faith, the District is unable to conclude a final agreement with the highest ranked proposer within 10 calendar days. This contract shall be in effect for one year from the date of agreement and may be extended for up to four additional twelve-month periods.
4. **Memorandum of Agreement (MOA) – Cost Reimbursement During Emergency Response Activities** 59  
**Recommendation:** Approve the MOA between the Sacramento Metropolitan Fire District and the Sacramento County Sheriff's Office for reimbursement of eligible costs incurred during CFAA-reimbursable SRIMT activations and related support activities.
5. **Purchase Approval – Emergency Medical Services (EMS) Supplies, Equipment and Pharmaceuticals from Life-Assist, Inc.** 66  
**Recommendation:** Approve the utilization of NPPGov contract # PS25830 for applicable purchases from Life Assist, Inc. until its expiration or termination and authorize the Fire Chief or his designee to execute NPPGov's Participating Agency Endorsement and Authorization form
6. **Adopt Resolution – Renewal of Cooperative Agreement for the Federal Excess Personal Property (FEPP) Program** 93  
**Recommendation:** Adopt Resolution approving the renewal of the Cooperative Agreement for the Federal Excess Personal Property (FEPP) Program.
7. **Adopt Resolution – Station 23 Dedication for Richard M. Anspach** 104  
**Recommendation:** Adopt Resolution dedicating Station 23 to Richard M. Anspach.

### PRESENTATION ITEMS:

1. **Other Post-Employment Benefit (OPEB) Actuarial Valuation for Fiscal Year** 105  
*(Chief Financial Officer Dave O'Toole & Michael Papendieck, MacLeod Watts)*  
**Recommendation:** Receive the presentation.



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REGULAR BOARD MEETING

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2. **Metro Fire Deployment Study: Folsom Fire Department Operational Changes** 120  
(Chief Development Officer Jeff Frye & Deputy Chief Wagaman)  
**Recommendation:** Receive the presentation.
3. **Wellness, Health & Safety** 134  
(Assistant Chief Peck)  
**Recommendation:** Receive the presentation.
4. **EMS Excellence** \*\*  
(Assistant Chief Rudnicki, EMS)  
**Recommendation:** Receive the presentation.

## PUBLIC HEARING:

1. **Introduction and First Reading of Proposed Ordinance 2025-01, Fee Adjustment for Medical Aid and Ambulance Transport Fees & Adoption of a Resolution Accepting the Ambulance and First Responder Fee Study** 143  
(Deputy Chief Mitchell & Assistant Chief Rudnicki)  
**Recommendation:** Conduct a Public Hearing and introduce Ordinance 2026-01, Specifying the Administration and Implementation of User Fees for the Sacramento Metropolitan Fire District; waive full reading and continue the Public Hearing and Ordinance to May 28, 2026 for imposition of the fees and adoption of the Ordinance. Hear and consider any oral and written testimony and provide direction to staff as necessary and adopt Resolution Accepting the Ambulance and First Responder Fee Study.

## ACTION ITEMS:

1. **Adopt Resolution – Industrial Disability Retirement – Firefighter Brian Smith** \*\*  
**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Firefighter Smith has suffered job-related injuries incapacitating him for the performance of duties as a Firefighter, and direct staff to continue working with Firefighter Smith through his Industrial Disability Retirement process with CalPERS.

## REPORTS:

1. **PRESIDENT'S REPORT** — (President Costa)
2. **FIRE CHIEF'S REPORT** — (Chief House)

**OPERATIONS REPORT** – (Deputy Chief Wagaman)

**ADMINISTRATIVE REPORT** – (Deputy Chief Fiorica) – No Report



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THURSDAY, MAY 14, 2026

## SUPPORT & EMERGENCY MEDICAL SERVICES REPORT – (Deputy Chief Mitchell) – No Report

### 3. SMFD – FIREFIGHTERS LOCAL 522 REPORT – (Captain Sean Scollard, Local 522 Vice President)

### 4. COMMITTEE AND DELEGATE REPORTS

All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California, unless otherwise specified.

- A. **Executive Committee – (President Costa)**  
Next Meeting: June 11, 2026, at 4:30 p.m.
- B. **Communications Center JPA – (Deputy Chief Fiorica)**  
Next Meeting: May 26, 2026, at 9:00 a.m.  
SRFECC Annex – 10240 Systems Parkway, Suite 200, Sacramento
- C. **Finance and Audit Committee – (Director Jones)**  
Next Meeting: May 28, 2026, at 5:30 p.m.
- D. **Policy Committee – (Director Clark)**  
Next Meeting: June 11, 2026, at 5:30 p.m.

## BOARD MEMBER QUESTIONS AND COMMENTS

### CLOSED SESSION:

The Board will convene in closed session to meet on the following matter(s):

### 1. CONFERENCE WITH LABOR NEGOTIATOR

#### Pursuant to California Government Code Section 54957.6

- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Battalion Chiefs Bargaining Group,  
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Administrative Support Personnel (ASP)  
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Safety Senior Management, Management  
and Unrepresented Confidential Employees



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REGULAR BOARD MEETING

THURSDAY, MAY 14, 2026

- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Non-Safety Senior Management, Management and Unrepresented Confidential Employees
- F. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: EMT and Paramedic Memorandum of Understanding

**2. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9 (a) – ONE (1) MATTER OF WORKERS' COMPENSATION SETTLEMENT AUTHORITY**

Jason Watts and the Sacramento Metropolitan Fire District  
Claim #25-189343  
Workers' Compensation Settlement Authority  
Joseph Fiorica, Deputy Chief of Administration

**3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One Case**

Claim Against Public Entity Pursuant to Government Code Section 910  
Priscilla Van Dyke v. Sacramento Metropolitan Fire District  
John Lavra, General Counsel

**4. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9 (a) – ONE (1) MATTER OF INDUSTRIAL DISABILITY RETIREMENT.**

Brian Smith and the Sacramento Metropolitan Fire District  
Claim #24-184529 – Industrial Disability Retirement  
Joseph Fiorica, Deputy Chief of Administration

**5. CONFERENCE WITH LEGAL COUNSEL – PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9(d)**

Significant exposure to litigation pursuant to Paragraph (2) of subdivision (d) of section 54956.9. Activities/incident/discussion with and among staff at Station 106 on September 4, 2025.

## CLOSED SESSION REPORT OUT

## ADJOURNMENT

### NEXT BOARD MEETING:

*Unless specified differently, all meetings of the Board are held at Sacramento Metropolitan Fire District at 10545 Armstrong Avenue, Suite 200, Mather, CA 95655*

- Regular Board Meeting – May 28, 2026, at 6:00 p.m.



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, MAY 14, 2026

Posted on May 11, 2026, by 4:30 p.m.

A handwritten signature in blue ink that reads "Marni Rittburg".

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Marni Rittburg, CMC, CPMC  
Clerk of the Board

\*\* No written report

\* Separate Attachment

### DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (916) 859-4305. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility.



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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## ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS  
SACRAMENTO METROPOLITAN FIRE DISTRICT  
Thursday, March 26, 2026, at 6:00 p.m.

Held at the following locations:  
10545 Armstrong Avenue – Board Room  
Mather, California  
&  
Remotely Via Zoom

### CALL TO ORDER

The meeting was called to order at 6:00 p.m. by President Costa. Board members present: Clark, Costa, Goold, Jones, Rice, Saylor, Webber, and Wood. Board members absent: Stark. Staff present: Chief House and Board Clerk Rittburg.

### PUBLIC COMMENTS

No public comments were received.

### CONSENT ITEMS

Moved by Director Wood, seconded by Clark, and carried unanimously by members present to adopt the consent calendar as follows:

- 1. Action Summary Minutes**  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meetings of February 26, 2026.  
**Action:** Adopted the Action Summary Minutes.
- 2. Purchase Approval – Switches and Wireless Access Points**  
**Recommendation:** Approve the Purchase of switches and wireless access points from SHI International using the City of Mesa/OMNIA Partners IT Solutions, Products & Services contract # 2024056-02.  
**Action:** Approved.
- 3. Continuing Emergency Work Approval – 10545 Armstrong Avenue**  
**Recommendation:** Determine that an emergency continues to exist and authorize contracting without a competitive solicitation for bids pursuant to PCC Section 22050 for the repair, demolition, and clean-up services required to restore 10545 Armstrong Avenue to a condition safe for occupancy.  
**Action:** Approved.

## PRESENTATION ITEMS

### 1. **2025 Year-end Review**

*(PIO Nunez)*

**Recommendation:** Receive the presentation.

**Action:** PIO Nunez introduced the 2025 year-end video. The video will be uploaded to the District's website and on our social media pages.

## REPORTS

### 1. **PRESIDENT'S REPORT - *(President Costa)***

President Costa invited scout-led Troop 217 to the front of the room to receive their Citizenship in the Community Merit Badges. President Costa reported he met with Integrated Communication Strategies (ICS) regarding the strategic plan and where we are.

### 2. **FIRE CHIEF'S REPORT — *(Chief House)***

Good evening, Directors, Colleagues, and Members of the Public

Reminder: Fire Academy Class 25-2 Graduation is tomorrow, March 27, at 6 PM, at the Officers' Club in McClellan Park, 11 will be graduating.

## **Branch Realignment Update:**

### **Fire Chief**

- Chief House stated when he stepped into the role, it was clear we needed to better balance workload and align the organization to stay effective long-term.
- This realignment was designed to spread responsibilities more evenly while strengthening leadership across both operations and administration.
- Taking action on the Board's direction around communication by developing a centralized communications and engagement team to better connect our organization internally and with the community.
- With that, I'll hand it over to DC Wagaman to talk about what this looks like on the operations side.

### **Deputy Chief of Operations (DC Wagaman)**

- DC Wagaman stated from an operations standpoint, this has helped us sharpen our focus on field-level service delivery and clarify span of control.
- We're seeing improved support to line personnel, staffing, Wellness/Health/Safety, and our shift commanders.
- We've maintained a clear operational chain of command for field operations, which has been important through this transition.
- It's also given me more time in the field with crews and chief officers, which has been a positive change.
- At the same time, we've had some growing pains—particularly around how we communicate across branches now that operational responsibilities are shared.
- We're actively working through those challenges and adjusting as we go to make sure coordination stays strong.
- I'll pass it to DC Mitchell to walk through how this is coming together on the support and EMS side.

### **Deputy Chief of Support & EMS (DC Mitchell)**

- DC Mitchell stated this structure has allowed us to better integrate EMS, CRRD, Planning and Development, Logistics, Fleet, and Facilities with operations.
- We're seeing stronger collaboration between our support/professional staff and the field, which has been a real benefit.
- Decision-making and accountability across these areas are becoming more streamlined.
- Like Operations, we've also had to work through some communication challenges as roles and connections between branches evolve.
- That's part of why we're leaning into the development of a centralized communications and engagement team—to help close those gaps and improve consistency.
- Overall, we're seeing progress and continuing to adjust as we identify opportunities to improve.
- I'll turn it over to DC Fiorica to talk about how Administration is supporting this and helping move the communications effort forward.

### **Deputy Chief of Administration (DC Fiorica)**

- DC Fiorica stated from the Administration side, we're seeing better alignment and consistency across functions like HR, Finance, IT, and Training.
- There's also been more connection to operational priorities, which is helping us support the field more effectively.
- In response to the Board's direction, we're helping with the development of a centralized communications and engagement team.
- We're still building out what that team will look like, and that will be brought forward to the Executive Committee as part of the April 9<sup>th</sup> update with CDO Frye and DC Mitchell.
- This is a good example of how we're staying adaptable—recognizing challenges, making adjustments, and continuing to improve how we operate.
- While there have been some growing pains, especially around communication across branches, we're identifying those gaps and actively working to improve them.

Chief House called up newly promoted Battalion Chief Jewell who spoke about recent incidents that occurred during one shift.

### **OPERATIONS REPORT – (Deputy Chief Wagaman)**

Chief Wagaman stated we transitioned to wildland season last year on May 5th and that was early and things are already burning. So that's very concerning for us. Please take defensible space seriously. Clear stuff away from your house. Don't wait until it's too late and follow all the rules. Chief Wagaman congratulated Captain Quinn and Battalion Chief Malinowski who were both promoted effective March 21st. Director Rice requested an update on brownouts and staffing which will be brought to a future meeting.

### **ADMINISTRATIVE REPORT – (Deputy Chief Fiorica)**

No Report

### **SUPPORT & EMERGENCY MEDICAL SERVICES – (Deputy Chief Mitchell)**

No Report

### **3. SMFD – FIREFIGHTERS LOCAL 522 REPORT – (Captain Sean Scollard, Local 522 Vice President)**

Vice President Scollard acknowledged upcoming graduation of 11 academy recruits.

He noted recruits are well-trained, motivated, and ready for field deployment. He anticipates positive operational contribution despite smaller class size. Recognized recent promotions and retirements. Commended BC Jewell for strong recent performance and leadership. Identified paramedic staffing shortage as a key issue and having to temporarily transition of some ALS units to BLS due to staffing. VP Scollard addressed discussion on resuming monthly labor-management meetings. He stated current priority is active contract negotiations due to upcoming expiration. He noted many labor-management topics are already being addressed within negotiations and that he is open to resuming monthly meetings after contract completion. A discussion occurred on the frequency of meetings. President Costa added that the Board is looking forward to working with 522 and making sure we're bringing both sides together so we can move this organization forward.

#### **4. COMMITTEE AND DELEGATE REPORTS**

*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*

##### **A. Executive Committee – (President Costa)**

No Report

##### **B. Communications Center JPA – (Deputy Chief Fiorica)**

No Report

##### **C. Finance and Audit Committee – (Director Jones)**

No Report

##### **D. Policy Committee**

No Report

#### **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Jones Director Jones acknowledged and expressed appreciation to CFO O'Toole and executive staff for ongoing budget meetings. She noted participation in a detailed review of board line items, which was described as productive and informative. Legacy artifacts were identified within budget lines that may require cleanup. Following the review of the Finance & Audit Committee, will bring recommendations forward to the full Board.

Director Saylor reported that the Measure O Independent Citizens Oversight Committee Ad Hoc Committee met this week to discuss the ongoing application process. In an effort to ensure as robust of a pool of candidates as possible, the Ad Hoc Committee has decided to recommend an extension of the application deadline, from March 31 to April 30. This extension will not affect the proposed on-boarding date of the ICOC, on or around July 15. The Ad Hoc Committee intends to bring forward formal adoption of this extension at the April 9 Board Meeting through revisions made to the ICOC Charter. These revisions seek to support transparency and accountability. Director Saylor asked her fellow Directors continue to share this opportunity to their constituents.

Director Goold highlighted mutual aid as a significant factor impacting staffing and operational readiness during the upcoming fire season. He requested a more direct and transparent discussion regarding the effects of mutual aid on the organization. He noted that mutual aid commitments may strain limited resources, particularly when considering potential brownouts

and staffing shortages. He stressed the importance of prioritizing service delivery within Sacramento Metropolitan Fire District boundaries. Recommended including mutual aid impacts as a formal component of future staffing and resource allocation discussions.

Director Wood expressed appreciation to the Arden Arcade Rotary for hosting a successful annual poker night fundraiser in partnership with the Firefighters Burn Institute. He noted the strong turnout and significant funds raised at the event held at Niello BMW, and thanked all sponsors and participants. He encouraged staff to increase participation in Firefighters Burn Institute events; please regularly review the Institute's event calendar and increase attendance/support. Thanked the Fire Chief and personnel for their continued efforts. Director Wood stated he attended the Station 50 Open House and commended crews at Station 50, including Captain Nunez, the CERT team, and all participants for hosting a successful and well-received open house event.

Director Rice emphasized the critical importance of mutual aid and the District's leadership role as one of the largest fire agencies in the state. He urged the Board and staff to prioritize participation and preparedness, noting Sacramento's responsibility as a capital-region agency. Directed staff to incorporate mutual aid considerations into future planning and reporting. He stressed the obligation to support statewide fire response efforts beyond local priorities. He cautioned against limiting perspective to local-only concerns; reaffirmed commitment to protecting broader California resources and communities. Director Rice formally requested a detailed report (within 24 hours) on the labor negotiator's billable hours, including: Number of meetings conducted, Total hours billed, Total costs incurred. Requested distribution of the report to all Board members. He expressed concerns regarding lack of visible progress as contract deadline approaches. He emphasized necessity for alignment between the District and the union on financial assumptions. Stated that agreement on financials is foundational to successful contract negotiations. Director Rice reinforced expectation that all parties fulfill their responsibilities to complete negotiations effectively and timely.

Director Webber congratulated staff recently promoted. Thanked Engine 29 for the assistance yesterday.

President Costa thanked staff for the great reports tonight and a lot of great information. He expressed it's important that we continue to not just inform the board, but all the members of this organization and the public what we're doing. Troop 217, thank you for coming tonight.

#### **CLOSED SESSION:**

The Board recessed to closed session at 7:06 p.m. on the following matter(s):

#### **1. CONFERENCE WITH LABOR NEGOTIATOR**

##### **Pursuant to California Government Code Section 54957.6**

- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Battalion Chiefs Bargaining Group,  
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Administrative Support Personnel (ASP)  
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore

Employee Organization: Safety Senior Management, Management and Unrepresented Confidential Employees

E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Non-Safety Senior Management, Management and Unrepresented Confidential Employees

F. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: EMT and Paramedic Memorandum of Understanding

### **CLOSED SESSION REPORT OUT:**

The Board reconvened in open session at 8:33 p.m. General Counsel John Lavra reported that the Board met in closed session on one item:

1. Conference with Labor Negotiator; the Board met with its designated labor negotiator; no reportable action was taken in closed session.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2026-03-26-board-meeting>

[https://www.youtube.com/channel/UC9t-uKlc\\_oOUGNrmogdQ\\_QA](https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA)

### **ADJOURNMENT**

The meeting was adjourned at 8:34 p.m.

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John Costa, Board President

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Brian Rice, Secretary

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Marni Rittburg, CMC  
Board Clerk



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, April 9, 2026, at 6:00 p.m.

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

### CALL TO ORDER

The meeting was called to order at 6:00 p.m. by President Costa. Board members present: Clark, Costa, Goold, Saylor, Stark, Webber, and Wood. Board members on Zoom: Jones, and Rice. Board members absent: None. Staff present: Chief House and Board Clerk Rittburg.

### PUBLIC COMMENTS

No public comments were received.

### CONSENT ITEMS

Moved by Director Wood, seconded by Clark, and carried unanimously by members present to adopt the consent calendar as follows:

- 1. Action Summary Minutes**  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meetings of March 12, 2026.  
**Action:** Adopted the Action Summary Minutes.
- 2. Adopt Resolution – Amendment to Measure O Independent Citizens' Oversight Committee Charter**  
**Recommendation:** Adopt Resolution amending the Measure O Citizens' Oversight Committee Charter and extending the application period by 30 days, to April 30, 2026.  
**Action:** Adopted **Resolution 2026-017**.
- 3. Continuing Emergency Work Approval – 10545 Armstrong Avenue**  
**Recommendation:** Determine that an emergency continues to exist and authorize contracting without a competitive solicitation for bids pursuant to PCC Section 22050 for the repair, demolition, and clean-up services required to restore 10545 Armstrong Avenue to a condition safe for occupancy.  
**Action:** Approved

## PRESENTATION ITEMS

### 1. **Proclamation: National Public Safety Telecommunicators Week**

*(Deputy Chief Fiorica)*

**Action:** Proclamation presented to Sacramento Regional Fire/EMS Communication Center.

## ACTION ITEMS:

### 1. **Adopt Resolution – Settlement Authority/Limits and Guidelines**

*(Chief Human Resources Officer Melisa Maddux)*

**Recommendation:** Adopt a Resolution granting settlement authority to the Fire Chief within the outlined limits and guidelines.

**Action:** Moved by Director Goold, seconded by Webber, and carried unanimously by members present to adopt **Resolution 2026-018** granting settlement authority to the Fire Chief within the outlined limits and guidelines.

## REPORTS

### 1. **PRESIDENT'S REPORT - *(President Costa)***

President Costa highlighted for the Board as we move forward and we're talking to staff about opportunities and new programs, we want to keep in mind the impact on our resources and the Executive Committee is asking those questions to make sure we're focused on the right priorities and helping staff be successful.

### 2. **FIRE CHIEF'S REPORT — *(Chief House)***

Chief House provided an update on the district's strategic plan initiative related to community engagement and gathering public feedback regarding perceptions of Metro Fire services. Staff recently conducted a pilot community survey through the current Citizens Academy program to evaluate public sentiment and identify service priorities. Survey results included:

Respect and Culture: 75% positive rating regarding creating a culture of mutual respect within the fire district and community.

Innovation: 83% positive rating regarding use of new technology and methods to improve emergency response.

Fiscal Stewardship: 75% positive rating regarding responsible and transparent management of taxpayer funds.

Communication: 67% positive rating regarding how information is shared with the public, identified as an area for improvement consistent with prior Board feedback.

Survey respondents identified the following as the district's most critical focus areas:

42% – Expand communication efforts.

33% – Innovative service delivery.

17% – Fiscal stewardship.

8% – Respect and culture.

In response to questions regarding innovative service delivery, the top priorities identified by participants were:

Increased use of specialized medical equipment.  
Risk reduction and public education efforts.

Chief House reported the survey feedback was valuable and intends to place the survey permanently on the District website for ongoing public participation and monitoring.

Reminder: Citizens Academy Graduation

- The Citizens Academy Class 26-1 graduation will be held on Wednesday, April 15, at 6:00 p.m. in the Boardroom.
- This is an opportunity to recognize the graduates and celebrate completion of the program, and to acknowledge their commitment and engagement while looking ahead to their continued partnership with the District.

Lastly, add to your calendars that there will be a Grand Opening for the Zinfandel Training Center on June 25, 2026 at 2 p.m. Email to follow will details of that event.

### **OPERATIONS REPORT – (Deputy Chief Wagaman)**

No Report

### **ADMINISTRATIVE REPORT – (Deputy Chief Fiorica)**

No Report

### **SUPPORT & EMERGENCY MEDICAL SERVICES – (Deputy Chief Mitchell)**

No Report

### **3. SMFD – FIREFIGHTERS LOCAL 522 REPORT – (Captain Sean Scollard, Local 522 Vice President)**

Vice President Scollard highlighted some things that have occurred this week, we are in full political season and have attended multiple political events this week. VP Scollard stated he had the pleasure of speaking with the Workers Compensation Commission this week and advocating for members not just at this organization but up and down the state and that he felt very privileged to be able to see that this organization is doing such a great job when it comes to workers compensation. Metro Fire has made leaps and bounds from where we used to be and that's evident when you get in a room and you can see the struggles that others are having. VP Scollard stated some upcoming travel to Cap-to-Cap in DC followed by the CPF convention in about two and a half weeks. VP Scollard stated he was happy that he had a great meeting with Chief House this week and we have moved the labor management meeting this month to the 17<sup>th</sup>.

### **4. COMMITTEE AND DELEGATE REPORTS**

*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*

#### **A. Executive Committee – (President Costa)**

President Costa reported staff provided an update on progress related to the strategic plan, consistent with prior Board direction. He noted that he and staff separately met with ICS to evaluate compatibility, approach, and alignment with organizational needs. Stated staff will begin drafting a preliminary strategic planning document, including defining what the strategic plan means operationally for Metro Fire.

President Costa reported that Chief Development Officer Jeff Fry presented updates regarding executive staff and Board communications. The project is intended to strengthen communication, improve transparency, and support early awareness of issues.

President Costa reported that Deputy Chief Mitchell presented a framework for labor-management communications based on prior Board feedback. Key elements of the proposed framework included monthly labor-management meetings, Executive Committee participation during initial meetings for observation and feedback, development of structured agendas and early issue identification processes, improved issue tracking and reporting back to the Board and clear authority for the Fire Chief to work on behalf of the Board between meetings. President Costa stated the Executive Committee supported the proposed cadence and reporting structure and directed staff to move forward.

President Costa reported Chief House provided an overview of the preliminary budget preparation process. President Costa highlighted that direction was provided to incorporate negotiation-related updates into the Deputy Chief's report, defer most resource requests until labor negotiations conclude, allow operationally necessary requests to proceed at the discretion of the Fire Chief to maintain service continuity and operational readiness.

President Costa reported Chief House provided an update regarding deployment changes and coordination efforts with the City of Folsom and the committee directed staff to return to the full Board with an update and recommendations once the 2 x 2 committee discussions progress further.

President Costa reported that Chief House presented an update regarding the demolition project for Station 116 and the associated community engagement plan. He stated that staff has coordinated with Director Saylor and community stakeholders to gather input and better understand community expectations. The Executive Committee supported moving forward with the engagement strategy, including conducting a community town hall, providing regular public communication and project updates and soliciting community feedback throughout the process.

Lastly, President Costa reported Chief House sought feedback regarding the Legal Services RFP evaluation process and direction was provided for one evaluation panelist to represent Board feedback and priorities during the selection process and the Committee supported continuing with the current process.

**B. Communications Center JPA – (Deputy Chief Fiorica)**

No Report

**C. Finance and Audit Committee – (Director Jones)**

No Report

**D. Policy Committee – (Director Clark)**

The Policy Committee met tonight and the Chair of the Policy Committee is now Director Clark and the Vice Chair is Director Wood. Also, approved an amendment to the Public Records Act Policy.

## **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Clark stated he appreciates Chief House sharing the results of the survey with the Board. Director Clark stated that as an observer of the Citizens Academy, it's such a valuable program.

Director Saylor gave a big shoutout to everyone that works at this District in every capacity. Everybody does such a professional job all the time and everyone shows up and does their best and that just fills me with gratitude.

Director Goold mentioned the Proclamation for National Public Safety Telecommunicators Week, a week is not enough for the service public safety dispatchers provide. I think that everyone who's ever worked in this business understands the vital role these dispatchers play.

Director Wood echoed what Director Goold just said. Director Wood stated he appreciates Sacramento Regional Fire/EMS Communication Center taking time out of your busy lives to be here tonight.

President Costa thanked staff for the information tonight and the great work. President Costa asked his fellow Board Members to continue to look at how we support the team and continue to ask them about the resources they need.

### **CLOSED SESSION:**

The Board recessed to closed session at 6:37 p.m. on the following matter(s):

#### **1. CONFERENCE WITH LABOR NEGOTIATOR**

##### **Pursuant to California Government Code Section 54957.6**

- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Battalion Chiefs Bargaining Group,  
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Administrative Support Personnel (ASP)  
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Safety Senior Management, Management  
and Unrepresented Confidential Employees
- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Non-Safety Senior Management, Management  
and Unrepresented Confidential Employees
- F. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: EMT and Paramedic Memorandum of Understanding

### **CLOSED SESSION REPORT OUT:**

The Board reconvened in open session at 7:20 p.m. General Counsel John Lavra reported that the Board met in closed session on one item:

1. Conference with Labor Negotiator; the Board met with its designated labor negotiator; no reportable action was taken in closed session.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2026-04-09-board-meeting>

[https://www.youtube.com/channel/UC9t-uKlc\\_oOUGNrmogdQ\\_QA](https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA)

## ADJOURNMENT

The meeting was adjourned at 7:21 p.m.

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John Costa, Board President

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Brian Rice, Secretary

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Marni Rittburg, CMC  
Board Clerk



# Sacramento Metropolitan Fire District

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10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

ADAM A. HOUSE  
Fire Chief

**DATE:** May 14, 2026  
**TO:** Board of Directors  
**SUBJECT:** Continuing Emergency Work Approval – 10545 Armstrong Avenue

## TOPIC

Request to make a determination that an emergency continues to exist and authorize contracting without a competitive solicitation for bids pursuant to PCC Section 22050 for the repair, demolition, and clean-up services required to restore 10545 Armstrong Avenue to a condition safe for occupancy.

## BACKGROUND

On February 8, 2026 a fire occurred on the second floor of the Sacramento Metropolitan Fire District (District) headquarters building located at 10545 Armstrong Avenue, Mather, California 95655, which damaged portions of the first and second floors of the building. On February 12, 2026, the District's Board of Directors (Board) adopted Resolution 2026-003 authorizing and approving a declaration of emergency on February 8, 2026, pursuant to Public Contract Code Sections 22035 and 22050 for emergency repairs, demolition, and clean-up at 10545 Armstrong Avenue, Mather, California 95655, and finding that the emergency will not permit delay resulting from competitive solicitation of bids. Pursuant to Public Contract Code Sections 22035 and 22050, the Board is required to continue to review this emergency action at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. The Board shall terminate the action at the earliest possible date that conditions warrant to do so.

## DISCUSSION

Mitigation and restoration work is underway to restore the impacted areas to a condition safe for occupancy. Staff is continuing to assess the total impact of this work from a budgetary and scheduling standpoint.

## FISCAL IMPACT

The fiscal impact is currently unknown for this request, but is expected to exceed the California Uniform Public Construction Cost Accounting Act's threshold for contracting public projects without an informal procedure.

## RECOMMENDATION

Staff recommends that the Board make a determination that an emergency continues to exist and authorize contracting without a competitive solicitation for bids pursuant to PCC Section 22050 for the repair, demolition, and clean-up services required to restore 10545 Armstrong Avenue to a condition safe for occupancy.

Submitted by:

*Adam Mitchell*

Adam Mitchell (May 6, 2026 15:10:06 PDT)

Adam Mitchell, Deputy Chief  
Support Services & EMS

Approved by:

*Adam House*

Adam House (May 6, 2026 15:56:33 PDT)

Adam A. House, Fire Chief



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

**DATE:** May 14, 2026

**TO:** Board of Directors

**SUBJECT:** Contract Award Recommendation – Firefighter Occupational Medical Evaluation, Testing, and Screening Services

## TOPIC

Request to adopt a resolution to approve a contract award to MyNP.com Nursing Corporation to provide firefighter occupational medical evaluation, testing, and screening services for the Sacramento Metropolitan Fire District (District).

## BACKGROUND

Due to the nature of their work, firefighters face unique physical and mental demands and health risks. In an effort to take proactive strides to protect the health and safety of its personnel, the District's Wellness, Health & Safety Division desires to offer optional annual medical evaluations, testing, and screening services to District firefighters.

## DISCUSSION

On February 23, 2026, the District issued Request for Proposals (RFP) 26-01, soliciting proposals from qualified medical service providers to conduct comprehensive firefighter occupational medical evaluation, testing, and screening services.

The District received seven proposals. One proposal was disqualified as the proposer did not provide the services requested in the RFP. Proposals were scored by an evaluation panel using the following criteria:

- Contractor Qualifications and Experience
- Staffing & Qualifications and Experience of the Proposed Team
- Program Understanding & Methodology
- Technology
- Program Implementation & Execution
- Fee Proposal

MyNP.com Nursing Corporation was the highest scoring proposer.

## FISCAL IMPACT

The proposed cost for the firefighter occupational medical evaluations is \$307,000 from the General Fund for FY26/27.

## RECOMMENDATION

Staff recommends the Board adopt a resolution to approve a contract award to MyNP.com Nursing Corporation and authorize the Fire Chief or his designee to negotiate, execute, and administer an agreement materially similar to the attached agreement. Staff further recommends that the Board authorize the Fire Chief or his designee to negotiate, execute, and administer an agreement with the next highest ranked proposer if, after having bargained in good faith, the District is unable to conclude a final agreement with the highest ranked proposer within 10 calendar days. This contract shall be in effect for one year from the date of agreement and may be extended for up to four additional twelve-month periods.

Submitted by:

*Anthony Peck*

Anthony Peck (May 5, 2026 13:25:07 PDT)

Anthony Peck, Assistant Chief  
Wellness, Health and Safety Division

Approved by:

*Tyler Wagaman*

Tyler Wagaman (May 5, 2026 13:35:37 PDT)

Tyler Wagaman, Deputy Chief  
Operations Branch

### ATTACHMENTS:

Attachment 1: Resolution

Attachment 2: Sample Agreement



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2026-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING THE CONTRACT AWARD FOR FIREFIGHTER OCCUPATIONAL MEDICAL EVALUATION, TESTING, AND SCREENING SERVICES

**WHEREAS**, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

**WHEREAS**, firefighters face unique physical and mental demands and health risks; and

**WHEREAS**, the District desires to offer optional annual medical evaluations, testing and screening services to District firefighters in an effort to protect the health and safety of its personnel; and

**WHEREAS**, the District issued a Request for Proposals (RFP) for the purpose of selecting a qualified medical service provider to conduct comprehensive firefighter occupational medical evaluation, testing, and screening services; and

**WHEREAS**, after the evaluation and scoring of proposals, the District desires to award a contract for the performance of firefighter occupational medical evaluation, testing, and screening services to My NP.com Nursing Corporation, who was the highest scoring proposer.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby:

1. Approve a contract award to My NP.com Nursing Corporation and authorize the Fire Chief or his designee to negotiate, execute, and administer an agreement materially similar to the proposed agreement.
2. Authorize the Fire Chief or his designee to negotiate, execute, and administer an agreement with the next highest scoring proposer if, after having bargained in good faith, the District is unable to conclude a final agreement with the highest scoring proposer within 10 calendar days.

**PASSED, APPROVED AND ADOPTED this 14<sup>th</sup> day of MAY 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

\_\_\_\_\_  
Marni J. Rittburg, CMC, CPMC  
Clerk of the Board

**SACRAMENTO METROPOLITAN FIRE DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FIREFIGHTER OCCUPATIONAL MEDICAL EVALUATION, TESTING, AND SCREENING  
SERVICES**

This Agreement, is by and between the Sacramento Metropolitan Fire District ("District"), and My NP.com Nursing Corporation ("Contractor") who are hereinafter collectively referred to as the "Parties". The Agreement will be effective upon final execution by the Parties.

**RECITALS**

**WHEREAS**, the District issued Request for Proposals (RFP) 26-01 which solicited written proposals for firefighter occupational medical evaluation, testing, and screening services (Services); and

**WHEREAS**, the District sought to award a contract for the Services based upon the evaluation of proposals received in response to RFP 26-01; and

**WHEREAS**, the District desires the Services as more fully described in Exhibits A here to, "Scope of Services," from Contractor; and

**WHEREAS**, Contractor is professionally qualified to provide such Services and is willing to provide them to District on the terms and conditions set forth herein;

NOW, THEREFORE, the Parties agree as follow;

**1. HEADINGS**

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

**2. EXHIBITS**

Exhibits A "Scope of Services" and Exhibit B "Payment Terms," and Exhibit C "Business Associate Agreement" are attached hereto and incorporated by reference.

**3. SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, and in accordance with the terms and conditions of this Agreement and those described in the District's RFP 26-01 Firefighter Occupational Medical Evaluation, Testing, and Screening Services, incorporated herein by reference.

These documents, along with the Contractor's response to RFP 26-01 incorporated herein by reference, the entirety of this Agreement, and any other records or documents furnished by the District during the term of this Agreement shall constitute the Contract Documents.

4. **TERM**

Once approved by the District's Board of Directors, this Agreement shall commence on the date it is executed by the Parties and it shall continue in full force and in effect for a minimum of one (1) year, with an option to extend for an additional four (4), one-year terms, upon mutual written agreement of the Parties, and upon the same terms and conditions as set forth in this Agreement. Agreement terms and conditions will continue throughout any additional extensions. Terms and conditions, which relate to indemnification and other related matters, shall continue after the expiration of this Agreement.

5. **PAYMENT**

For service performed in accordance with the Agreement, payments shall be made to Contractor as provided in Exhibit B hereto.

6. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is at all times an independent contractor, and can perform work for others. Contractor is not the agent or employee of the District in any capacity whatsoever and District shall not be liable in any manner for any acts or omissions by Contractor or for any obligations or liabilities incurred by Contractor, Contractor's employees, or agents.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance, medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and Contractor agrees to indemnify and hold District harmless from any and all liability which the District may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of the District.

Contractor shall perform all services required pursuant to this Agreement in the manner according to currently approved standards observed by a competent practitioner for the profession in which the Contractor is engaged.

Notwithstanding the foregoing, if the District in its discretion determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, the District may upon two (2) weeks' notice to Contractor, withhold from payments otherwise due to Contractor hereunder federal and state income taxes and to pay said sums to the federal and state governments.

## **7. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the District its officers, directors, officials, employees, consultants, and volunteers from and against losses arising out of, resulting from, or relating to the performance of Contractor's obligation under this Agreement.

The District shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the work herein referred to or in connection therewith, to persons and/or property, and the Contractor shall fully indemnify, defend and hold harmless the DISTRICT and protect the District from and against the same as provided above. In addition to the liability imposed by law upon the Contractor for damage or injury (including death) to persons or property by reason of the actions, conduct, or omissions of the Contractor, its officers, agents, employees/ or subcontractors, which liability is not impaired or otherwise affected hereby, the Contractor shall defend, indemnify, hold harmless, release and forever discharge the District, its officers, directors, officials, employees, consultants, and volunteers from and against and waive any and all responsibility and liability of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the Contractor, in carrying out its responsibilities under this Agreement. The Contractor agrees that this indemnity and hold harmless shall apply even in the event of negligence of the District, its officers, directors, officials, employees, consultants, and volunteers regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of the District, its officers, directors, officials, employees, consultants, and volunteers; or (ii) to the extent that the District shall indemnify and hold harmless the Contractor for hazardous materials pursuant to the Contract Documents.

In claims against any person or entity indemnified under this section that are made by an employee of the Contractor or any subcontractor, a person indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor may be liable, the indemnification obligation under this section shall not be limited by any limitation on amount or type of damages, compensation, or benefits

payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The indemnification obligations under this section shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The Contractor shall indemnify the District from and against losses resulting from any claim of damage made by any separate contractor against the District arising out of any alleged acts or omissions of the Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

The Contractor shall indemnify separate contractors from and against losses arising out of the negligent acts, omissions, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

The District shall provide to the Contractor reasonably, timely notification of the receipt of any third party claim relating to this Agreement.

These indemnity provisions shall survive any termination of the Agreement and/or the final performance of the Agreement by the Contractor.

**8. LIMITATION OF LIABILITY**

In the event of any action brought by Contractor against the District arising out of this Agreement, under no circumstances will Contractor be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will Contractor be entitled to limit special damages claimed by the District. In the event of breach of this Agreement, the District shall be entitled to any and all damages, or legal or equitable remedy, available under law.

**9. INSURANCE**

Contractor shall furnish to the District a certificate evidencing insurance coverages outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified below. All documents must be received and approved by the District prior to the commencement of any Services. The required insurance coverages shall be consistently maintained for the duration of the Agreement without a lapse in coverage. Please note, the required coverages outlined below shall not limit the amount of coverage provided, but shall be the minimum requirements acceptable to the District.

**GENERAL LIABILITY** - shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

- General Liability: \$2,000,000
- Products Comp/Op Aggregate: \$2,000,000
- Personal & Adv. Injury: \$1,000,000
- Each Occurrence: \$1,000,000
- Fire Damage: \$100,000

**AUTOMOBILE LIABILITY**

- Commercial Automobile Liability (for Corporate/business owned vehicles including non-owned and hired) - \$1,000,000 Combined Single Limit.
- Personal Lines Automobile Liability (for individually owned vehicles, \$250,000 per person, \$500,000 each accident) - \$100,000 property damage.

**WORKERS COMPENSATION and EMPLOYER'S LIABILITY**

- The policy shall be endorsed to waive the insurer's subrogation rights against the District.
- Per statute
- \$1,000,000 per accident for each accident
- \$1,000,000 for disease

**PROFESSIONAL LIABILITY**

- Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

**CYBER LIABILITY**

- \$1,000,000 per claim and aggregate.

**ADDITIONAL INSURED**

The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds on the Contractor's General Liability and Auto policies as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the District, its officers, directors, officials, employees, or volunteers.

Insurance policies shall include a provision for the District to be given 30 days prior written notice of cancellation and 30 days written notice of any material change(s) requested by the policy holder of said insurance policies. Contractor shall furnish documentary

evidence of such policies and the renewal or continuance of such insurances within 10 business days of any expiration date(s) thereof during the life of this Agreement.

Any liability policy shall not contain any exclusion for liability of the employer for sexual assault or regular assault committed by its employees.

The District will not be responsible for any deductible that may apply in any of the said insurance policies.

Contractor covenants and agrees that the District's insurance requirements shall not be construed to and in no manner limit or restrict the liability of the Contractor.

Certificates of Insurance shall be sent to:  
Sacramento Metropolitan Fire District  
Attn: Purchasing Division  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670

Or

[purchasing@metrofire.ca.gov](mailto:purchasing@metrofire.ca.gov)

**10. CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by Contractor.

Contractor agrees that it will appropriately safeguard Protected Health Information as defined in 45 CFR 160.103, and agrees that it is subject to, and shall comply with the provisions of 45 CFR 164 regarding use and disclosure of Protected Health Information. Contractor further agrees to maintain the privacy of any information or records received in performing its functions under this Agreement pursuant to federal, state, or local law including any other provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Confidentiality of Medical Information Act (CIMA) and any other relevant laws regarding medical or health information privacy.

**11. CONFIDENTIAL HEALTH INFORMATION**

During the course of the Agreement, Contractor may have access to confidential and personal health information of District employees or recruits using the services provided in the Agreement. Without the prior consent of the employee or recruit, Contractor shall not disclose confidential or personal health information to any third party, whether electronically, orally, or in writing, and shall not use or disclose such information in violation of applicable law,

including but not limited to the HIPAA, the CMIA, and any federal, state, or local statute or privilege related to confidential medical information.

**12. TAXES**

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

**13. ACCESS AND RETENTION OF RECORDS**

Contractor agrees to provide the District and its designee's access to all of the Contractor's records related this contract and that the Contractor shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the Contractor is made by the District.

**14. RIGHT TO AUDIT**

The District reserves the right to audit Contractor's books, accounts, and records related to the performance of this Agreement. Such audits may be conducted by the District or its authorized representatives at reasonable times during normal business hours upon providing 30 days' written notice to Contractor. The purpose of such audits is to ensure compliance with the terms of this Agreement and to verify the accuracy of Contractor's performance.

**15. CONFLICT OF INTEREST**

Contractor covenants that he presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the Board of Directors of the District. Entering into this agreement does not preclude Contractor from working for others as long as Contractor ensures that such work does not constitute a conflict of interest.

**16. ANTI-CORRUPTION/ANTI-FRAUD**

Each Party (District and Contractor) agrees not to make, authorize, offer, or promise to make or give any money or any other thing of value, directly or indirectly, to any current or former government official or employee, candidate for political office, or an official of a political party, or any employee, director or consultant of a non-government client or potential client, for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder or for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Agreement. Each Party agrees to immediately notify the other of any request that it receives to take any action that might constitute, or be construed as, a violation of the anti-corruption and anti-bribery laws.

The Contractor shall desist, and shall ensure that each of its subcontractors and agents desist, from all practices that may lead to penal liability due to fraud or embezzlement, bribery,

acceptance of bribes, or other corruption crimes on the part of persons employed by Contractor or its subcontractors or agents. The Contractor warrants that it has not committed any of the aforementioned acts nor has it been the subject of any relevant investigation or inquiry.

**17. CONFIDENTIALITY AND PROPRIETARY RIGHTS**

Contractor agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the District will be kept confidential and not be disclosed to any other person or entity except as required by law. Contractor agrees to immediately notify the District if Contractor is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective for five (5) years after Contractor's termination of services to the District hereunder.

All methods, techniques, patents, processes, and inventions developed by the Contractor for purposes of District business are deemed property of the District.

**18. USE OF DISTRICT PROPERTY**

Contractor shall not use District property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of the Contractor's obligations under this Agreement.

**19. RIGHT TO REFUSE PERSONNEL**

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor or its subcontractors. The District reserves the right to interview and approve all proposed staff members.

**20. TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein.

Any of the following occurrences or acts will constitute a material breach by the Contractor under the terms and conditions of the Agreement:

- a. non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the District has given the Contractor notice in writing. If the failure cannot be remedied within fifteen (15) days, the District, at its discretion, may extend, in writing, the time period, or terminate the Agreement;
- b. an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties;
- c. the appointment of a receiver for the Contractor; or

d. for reasons including, but not limited to, unethical or criminal activities.

In the event either subparagraphs a), b), c), or d) occur, as set forth in this Agreement, the District will have the right to terminate the Agreement immediately, which shall be done in writing and sent to the Contractor via certified, U.S. Mail.

The District has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to Contractor. In the event that the District should terminate this Agreement for its convenience, Contractor shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said termination accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B. In the event of Agreement termination, all documentation relating to the District's account shall be returned to the District.

**21. ASSURANCE OF PERFORMANCE**

If at any time District believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the services as required by this Agreement, District may, at its option, request from Contractor prompt written assurances of performance and a written plan acceptable to District, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of the Contractor's receipt of the District's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 21 of this Agreement.

**22. CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Sacramento, State of California.

**23. ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between District and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

**24. MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

**25. MODIFICATIONS OF SCOPE**

The District reserves the right to make changes in the scope of services or the manner of its performance. No change shall be made to the scope of services by the Contractor or the time or the manner of its performance without prior written approval from the District. Should the Contractor wish to modify the scope of services, the Contractor shall submit a written change order specifying the change in plans, specifications, procedures, time, sequence, or other requirements of this Agreement, detailing whether such change will result in an adjustment to compensation or time for performance.

**26. SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid by law for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

**27. SUBCONTACTING, SUCCESSORS, AND ASSIGNS**

This Agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

The Contractor shall not subcontract, transfer, or assign this Agreement or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent of the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Contractor will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Contractor.

The Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions to this Agreement. Contractor shall be held responsible by the District for the performance of any subcontractor whether approved by the District or not.

**28. PATENTS AND INTELLECTUAL PROPERTY**

The Contractor will pay all royalties and patent license fees or other fees in respect of any intellectual property right required to perform the work stipulated in the Agreement. The Contractor shall, at its own expense, defend all suits and proceedings instituted against the District and indemnify the District against any award of damages, demands, losses, charges or costs made against District if such suits or proceedings are based on any claim that any of the products, documentation, parts or equipment, as supplied by the Contractor, constitutes an infringement, or an alleged infringement, of any patent or other intellectual property right by the Contractor or anyone for whose acts it is liable.

If any of the products, documentation, parts or equipment supplied by the Contractor constitute an infringement of patent or other intellectual property rights and its use is enjoined, the Contractor will, at its own expense, procure for the District, the right to continue its prior use, replace or modify the supplied item so it becomes non infringing and meets the District's requirements, or pay District for its loss of use of the item and for consequential damages or losses which occur as a result of the actual or alleged infringement of any patent or other intellectual property right, by the Contractor or anyone for whose acts it is liable.

The Contractor represents and warrants that it has the sole and unrestricted right title and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the Agreement.

The Contractor shall hold the District, its Board of Directors, the Chief, employees, officers, and agents harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Agreement which are attributable to an infringement or an alleged infringement by the Contractor, or anyone for whose acts they may be liable, of any intellectual property right. If the District is enjoined or there is a reasonable likelihood that it may be enjoined as a result of an injunction or claim from using any intellectual property that is incorporated into, or associated with, any product or equipment installed by the Contractor, the Contractor at its sole expense, shall: procure the right for the District to continue using the infringing intellectual property; or replace or modify the intellectual property to make it non-infringing, so long as such replacement or modification does not adversely affect the performance or use of the product or equipment or the work generally, all subject to the prior written approval by the District.

**29. NONEXCLUSIVE CONTRACT**

The District reserves the right to contract with other entities to perform services related to or within the terms of the scope of services during the Agreement term.

**30. NOTICES**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: DISTRICT: Sacramento Metropolitan Fire District  
Attn: Assistant Chief, Wellness, Health & Safety Division  
3012 Gold Canal Dr.  
Rancho Cordova, CA 95670

To: CONTRACTOR: My NP.com Nursing Corporation  
Attn: Laura Galindo, FNP  
1600 Creekside Dr., Suite 3300  
Folsom, CA 95630

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

**31. SIGNATORIES**

By signing this Agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year above written.

**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MY NP.COM NURSING CORPORATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Services**

Contractor shall conduct comprehensive annual medical evaluations with advanced screenings for cancer and cardiac health, mental health, and other firefighter-specific risks of District Firefighters (Members). Each medical evaluation shall include a medical history assessment, including behavioral health histories; physical examination; blood tests; urinalysis; vision tests; audiograms; spirometry; chest x-ray, as indicated; electrocardiogram (ECG); cancer screenings, as indicated; and immunizations and infectious disease screening, as indicated. Future tests may be added to the scope of services that become available for standard medical care or as new technologies and/or medical discoveries become available. Tests for illegal drugs shall not be performed as part of the medical evaluation. Medical evaluations are voluntary; therefore, Members may decline any component of the medical evaluation or decline the medical evaluation in its entirety. Consequently, the District does not guarantee that the Contractor will be assigned any particular number of exams, tests, or other services as described in this scope of work. Members may receive individual ("a la carte") services under this resulting agreement.

Prior to providing Services, the Contractor and the District shall work together to develop District-specific guidelines. Additionally, Contractor staff will be required to meet with District staff to discuss the District's health and wellness goals every quarter.

The Contractor and subcontractors, if any, shall be licensed in the State of California to provide the required Services and shall perform all required services necessary to supervise and administer firefighter physicals, medical tests, and screenings for the District. All Medical Exams shall be performed by a California licensed doctor of medicine or osteopathy with experience in occupational medicine or by a qualified medical professional under the supervision of a licensed physician with experience in occupational medicine.

All Services provided by the Contractor shall be in accordance with the most current established industry standards, which are anticipated to evolve through the term of this Agreement. Nothing herein shall prohibit the Contractor from suggesting alterations or additions to the Services provided.

Additionally, the Contractor and all subcontractors shall abide by all applicable Federal and State laws and regulations, including, but not limited to, the California Occupational Safety and Health Act (Cal/OSHA) standards and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) – Medical Confidentiality.

Unless otherwise stated or agreed upon, the Contractor shall furnish all labor, material, and equipment necessary for successful contract performance. This shall include all equipment maintenance, repair, and replacement.

The District reserves the right to inspect all of the Contractor's facilities, including subcontractor facilities and laboratories during the course of the Agreement. During the course of the

Agreement, new subcontractors shall not be assigned to the District's contract without prior written authorization from the District.

### **1. Staffing**

- A. Contractor shall supply the District with a primary point of contact name, phone number, and email address for the District's account. The District shall be notified within 24-hours if the designated point of contact changes.
- B. Contractor shall maintain adequate staffing coverage in the event a staff member is absent.
- C. Contractor shall appoint a Board Certified Designated Medical Director, who is a Qualified Physician (doctor of medicine or osteopathy), to oversee the District's contract. The Designated Medical Director must have extensive clinical and administrative experience comparable to overseeing a firefighter occupational medical evaluation, testing, and screening services contract. The proposed Medical Director shall have no disciplinary or probationary conditions on the physician's license prohibiting the supervision of advanced providers.
- D. Any physician performing services under the District's contract must be a Qualified Physician.
- E. All staff providing medical services for the District shall have working knowledge of firefighter injury, illnesses, early detection of disease, and injury prevention.
- F. The Contractor shall deliver superior customer service to District staff. The Contractor shall continuously provide and maintain sufficient staff having the experience, competence, and management oversight necessary to perform and complete the required Services and to ensure medical professionals have a workload which supports providing exceptional customer service and proper attention to detail.
- G. Upon the District's request, resumes and a list of qualifications for individuals assigned to the District's contract shall be provided to the District prior to performing any required Services. During the course of the agreement, should any new individuals be assigned to the District's contract, resumes and lists of qualifications of new individuals shall be provided to the District prior to performing any Services.
- H. Contractor shall have a workplace drug and alcohol policy. Such policy shall be made available to the District upon request.

### **2. Appointments**

- A. Appointments shall be coordinated between the Contractor and the District's Assistant Chief of the Wellness, Health & Safety Division or their designee.
- B. The Contractor shall respond to District appointment requests within two business days of being notified. It will be the District's responsibility to notify Members of each scheduled appointment. The Contractor must notify the District in advance of any rescheduling of appointments with District Members.
- C. Unless otherwise requested by the District, appointments shall be scheduled for dates no more than 60 days from the date in which the District submits an appointment request to the Contractor.

- D. The District desires the Contractor have available office hours Monday through Friday (excluding District holidays) between 8:00 a.m. and 5:00 p.m. Expanded hours are preferable.
- E. Contractor shall communicate changes in medical provider schedules that impact appointments at least two weeks in advance.
- F. Contractor shall verify the identification of all Members referred by the District for Services by confirming the person's identity with a photo Identification (ID) card. If the photo does not match the person referred by the District, Services shall not be rendered and the Contractor shall immediately reach out to the District for next steps.
- G. Medical Exams and any additional approved screenings and procedures shall be completed in their entirety within three hours of a Member's scheduled appointment time. If additional time is needed to complete the exam, the Contractor shall call the District's designated point of contact immediately.
- H. If any Services are unable to be performed at the time of a Member's appointment due to staffing or other extenuating circumstances, the designated District point of contact shall be notified within 72 hours after the Member's scheduled appointment. The District shall not be invoiced for services not performed.

### **3. Medical Exam**

Medical records shall be maintained by the Contractor. These records shall be used to establish on-going assessment and evaluation of individual progression. This information shall be accessible upon request by the Member. The physician shall review and follow-up on findings from any prior annual examinations at the time of the Medical Exam. All Medical Exams shall be performed by a California licensed doctor of medicine or osteopathy with experience in occupational medicine or by a qualified medical professional under the supervision of a licensed physician with experience in occupational medicine.

The Medical Exam includes:

#### **A. Medical History Questionnaire**

A medical history questionnaire shall be provided to and be completed by each Member prior to their medical exam. This questionnaire shall include changes in health status and known occupational exposures since the previous Medical Exam. Information on the questionnaire shall be reviewed with the Member during the exam.

#### **B. Behavioral Health Screening, Self-Screening & Referrals**

- i. Behavioral Health Screenings and Self-Screenings shall be administered in accordance with NFPA 1582, Section 7.7.26.
- ii. A member who screens positively for Post-Traumatic Stress Disorder (PTSD), major depressive disorder, or substance-use disorder shall receive a referral to a qualified and licensed behavioral health care provider who has been vetted by the District.

- iii. A Member who displays a threat to their physical safety or the safety of others at the time of their annual examination shall be referred to a qualified and licensed behavioral health care provider or facility for an emergency psychiatric evaluation.

C. Physical exam

- i. Vital signs, height, and weight
- ii. Head, eyes, ears, nose, and throat
- iii. Neck (including thyroid gland)
- iv. Cardiovascular
- v. Breast with self-exam education
- vi. Gastrointestinal
- vii. Genitourinary
- viii. Rectal
- ix. Hernia
- x. Lymph nodes
- xi. Neurological – general mental status evaluation and general assessment of the major cranial peripheral nerves (motor, sensory, reflexes)
- xii. Musculoskeletal – including an overall assessment of range of motion of all joints, back health evaluation
- xiii. Skin (includes screening for cancers with a full body visual survey)

D. Vision test

Includes evaluation of distance, near, peripheral, and color vision. Evaluate for common visual disorders including cataracts, macular degeneration, glaucoma, and diabetic retinopathy.

E. Blood Tests

Blood drawn for analysis shall not be used for drug screening. Available test results shall be discussed with the Member at the time of their Medical Exam.

- i. Blood tests include:
  - a. Complete Blood Count (CBC) with differential, Red Blood Cell (RBC) count indices and morphology, and platelet count
  - b. Electrolytes
  - c. Renal function (Blood Urea Nitrogen (BUN) to creatinine ratio)
  - d. Glucose
  - e. Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
  - f. Total cholesterol, HDL, LDL, with lipid ratios, and triglycerides

F. Urine Laboratory Test

Urine samples received for the medical exam shall not be used for drug or alcohol screening.

- i. Dipstick analysis – includes glucose, ketones, leukocyte esterase, protein, blood, and bilirubin

- ii. Microscopic analysis – includes red blood cells, white blood cells, casts and crystals.
- iii. Analysis for occupational chemical exposure, if indicated

G. Audiogram

Hearing thresholds shall be assessed in each ear at the frequencies listed below and compared to audiogram results obtained during previous evaluations.

- i. 500 Hz
- ii. 1000 Hz
- iii. 2000 Hz
- iv. 3000 Hz
- v. 4000 Hz
- vi. 6000 Hz
- vii. 8000 Hz

H. Pulmonary Evaluation and Lung Disease Assessment

- i. Spirogram - shall be conducted annually to measure the Member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV<sub>1</sub>) and the absolute FEV<sub>1</sub>/FVC ration. Spirogram results shall be compared to results obtained during previous Medical Exams.
- ii. Pulmonary Function Test (PFT)
- iii. Chest x-ray – anterior/posterior and lateral chest x-rays shall be conducted and compared to chest x-ray results obtained during previous evaluations. X-rays shall be reviewed by a radiologist.

I. Electrocardiogram (ECG)

- i. Resting 12-lead ECG
- ii. Treadmill stress test – shall be conducted under the supervision of a qualified physician with resuscitation equipment readily available.
- iii. ECG shall be compared to ECG results obtained during previous evaluations
- iv. ECGs are to be reviewed and signed by a licensed physician.

J. Cardiovascular Risk Stratification

Members shall be assessed for atherosclerotic cardiovascular disease (ASCVD) in accordance with NFPA 1582, Section 7.7.7.

K. Immunizations

The following infectious disease immunizations shall be made available to Members and provided as indicated (NFPA 1582, 7.7.9). All immunizations shall be authorized in writing by the District's authorized designee in advance of performing such service. Members may provide documentation of having received any of the vaccinations listed below.

- i. Hepatitis B virus vaccinations
- ii. Tetanus/diphtheria (Td) or Tetanus/diphtheria/pertussis (Tdap) vaccine
- iii. Measles, Mumps, Rubella (MMR) vaccine

- iv. Polio vaccine
- v. Hepatitis A vaccine (offered to high-risk personnel, such as members of HazMat and USAR)
- vi. Varicella vaccine
- vii. Influenza vaccine

L. Infectious Disease Screenings

The following infectious disease screenings shall be made available and provided as indicated (NFPA 1582, 7.7.9).

- i. HIV screening
- ii. Tuberculosis (TB) screening (blood test, NOT skin test)
- iii. Hepatitis B titers
- iv. Hepatitis C screening

Contractor shall follow current Centers for Disease Control and Prevention (CDC) recommendations for Post-Exposure Prophylaxis (PEP) for Bloodborne Pathogen (BBP) exposures.

M. Hormone Imbalance Awareness Consultation

Contractor shall inform members of the heightened risks of certain hormone therapy, such as testosterone therapy in male members, that can have adverse effects on a Member's health.

N. Sleep Disturbance Screening

A validated sleep disorder questionnaire, such as the Berlin Questionnaire or Epworth Sleepiness Scale, shall be provided during the medical evaluation. Contractor shall discuss the risks and benefits of testing and treatment with Members that present a high index of suspicion for a sleep disorder.

O. Occupational Stress Awareness Consultation

Contractor shall inform Members of and assess for the heightened risks of stress associated with occupational exposures related to firefighting. Members shall be made aware of common adverse signs and symptoms of occupational stress, informed of practices that might limit the damaging effects of occupational stress, and provided with a referral to licensed behavioral health specialists trained to recognize and treat stress-related disorders in first responders. The District maintains a list of behavioral health specialists that have been vetted by District Peer Support Coordinators. This list will be provided to the Contractor and the Contractor shall provide this list to Members who show signs of occupational stress.

P. Nutrition and Diet Consultation

Contractor shall assess Member health status, dietary habits, and lifestyle and address Member nutritional concerns, such as weight management, healthy eating for disease prevention, and basic dietary recommendations.

Q. Mandatory OSHA Respiratory Questionnaire Review

Members shall be provided with the mandatory OSHA Respiratory Medical Evaluation questionnaire prior to their Medical Exam. Per 29 CFR 1910.134, the questionnaire and evaluation shall be administered confidentially during the Member's normal working hours or at a time and place convenient to the Member. The questionnaire shall be administered in a manner that ensures that the Member understands its content. Contractor shall review Members' responses to the mandatory OSHA Respirator Medical Evaluation Questionnaire and shall make a recommendation whether the Member has or does not have the ability to use a respirator. In the event the Contractor determines that a Member is NOT medically qualified to wear a respirator, the Contractor must notify the District within one hour following the Member's exam. Additionally, the Contractor shall provide their recommendation to the District in written form and shall provide only the following information within three business days after the Member's exam is complete:

- i. any limitations on respirator use related to the medical condition of the Member, or relating to the workplace conditions in which the respirator will be used, including whether or not the Member is medically able to use the respirator;
- ii. the need, if any, for follow-up medical evaluations; and
- iii. a statement that the Contractor has provided the Member with a copy of the Contractor's written recommendation.

Upon completion of the Medical Exam, the Contractor shall provide verbal and written feedback to the Member regarding findings, health status, concerning health risks, and suggested plans for modifying risks. The heightened risks of cardiovascular disease and various types of cancer associated with firefighting shall also be discussed. Additionally, the Contractor shall review how hazardous exposures occur and common signs, symptoms, and preventative measures for both cardiovascular disease and cancers with the Member.

Test and screening results that are available at the time of the Medical Exam shall be reviewed with the Member. Test and screening results that become available *after* the Medical Exam shall be provided to the Member in writing. Results may also be provided to the Member by phone when appropriate. Any abnormal findings shall be addressed directly with the Member with specific recommendations to control or remedy the abnormality and with recommendations for referral. Referrals shall be made as appropriate for non-service-connected issues using the Member's primary care provider/private health system. Members shall be provided with any and all pertinent data in order to expedite any referral deemed prudent either within the District's workers' compensation system or through the Member's private health system. Specific information concerning medical diagnosis shall be released by the Contractor only with written permission from the Member or as required by law.

#### **4. HazMat/USAR and Toxic Exposures**

Ancillary tests/services may be requested as a part of a Members' Medical Exam or after a known or repeated exposure for those whom serve on the District's HazMat and USAR teams or Members with certain known exposures. Such tests include:

- A. Heavy metals evaluation/testing
- B. Cholinesterase testing
- C. Fecal occult blood test for Members over age 45

All such tests shall be authorized in writing by the District's authorized designee in advance of performing such service.

#### **5. Department of Transportation (DOT)/Department of Motor Vehicles (DMV) Exam**

Exams required by the DOT/DMV may be requested for a small number of Members. Contractor shall follow current California DMV and DOT requirements for such exams and complete any required forms. Practitioners performing these exams must be a licensed doctor of medicine (MD), licensed doctor of osteopathy (DO), licensed physician assistant (PA), registered advanced practice nurse (APN), or licensed doctor of chiropractic. All such exams shall be authorized in writing by the District's authorized designee in advance of performing such service.

#### **6. Cancer Screenings**

The following cancer screenings may be requested by the District:

- A. Colon Cancer
- B. Prostate Cancer
- C. Lung Cancer
- D. Cervical Cancer
- E. Testicular Cancer
- F. Bladder Cancer
- G. Oral Cancer
- H. Thyroid Cancer
- I. Skin Cancer
- J. Breast Cancer
  - i. Mammograms must be performed by a certified mammography technician
  - ii. A qualified radiologist shall compare mammograms to prior mammograms
  - iii. Self-exam education shall be provided to Member

All such screenings shall be authorized in writing by the District's authorized designee in advance of performing such service.

#### **7. Ultrasounds/Imaging**

The following procedures may be requested by the District to aid in the assessment of cancers, diseases, and cardiopulmonary concerns:

- A. Echocardiogram
- B. Carotid Artery ultrasound
- C. Aorta and Aortic Valve/Aortic Aneurysm (AAA) ultrasound
- D. Thyroid ultrasound

- E. Liver, Gallbladder, Spleen, and Kidney ultrasound
- F. Bladder ultrasound
- G. External Pelvic ultrasound (for females)
- H. Prostate and Testicular ultrasound
- I. Breast ultrasound
- J. Chest Computed Tomography (CT) scan
- K. Calcium Cardiovascular Screening (after 10 years of service and at age 40 and above)
- L. Low Dose Lung CT-Scan (After 10 years of service and at age 40 and above)

All testing shall be conducted by specialists with full accreditation from the American College of Radiology, the American Institute of Ultrasound in Medicine, and the International Commission for the Accreditation of Echo Laboratories. All test results shall be reviewed by board-certified radiologists and cardiologists licensed by the State of California. Any abnormal results will require coordination with the Member to recommend a plan of action or primary care physician/private health system referral. All such procedures shall be authorized in writing by the District's authorized designee in advance of performing such service.

#### **8. Additional Laboratory Procedures**

The following additional procedures may be requested by the District:

- A. Hemocult test
- B. Diabetes testing (Hemoglobin A 1 C and Glucose)
- C. Apolipoprotein B (apo B) test
- D. Comprehensive metabolic panel
- E. Thyroid panel
- F. Testosterone test
- G. Prostate-specific antigen (PSA) test
- H. Cancer antigen 125 (CA125) test
- I. Enhanced blood markers and/or DNA tissue analysis for cancer and disease screening
- J. Per- and polyfluoroalkyl substances (PFAS)

All such procedures shall be authorized in writing by the District's authorized designee in advance of performing such service.

#### **9. Smartphone Application and Web-Based Portal & Member Electronic Health Reports**

Each member shall receive an electronic report utilizing either a secure a smartphone application similar to "My Chart" (<https://apps.apple.com/us/app/mychart/id382952264>) or a secure web-based portal at the immediate conclusion of their Medical Exam. The electronic report information accessible through the application or portal shall include:

- A. Notifications, test results, any information required prior to visits, all past visit information, and the current medical exam information.
- B. Individual recommendations for the Member to improve and maintain wellness as well as recommended treatment or follow-up.

Smartphone applications shall be compatible with iOS and Android devices and have web-based access. Smartphone applications and web-based portals shall also have the ability for the

Member to communicate with the provider should they have follow-up questions. Smartphone applications and web-based portals must comply with applicable state and federal laws pertaining to the access, use, and disclosure of Protected Health Information (PHI) (45 C.F.R. § 160.103), including HIPAA and corresponding regulations, and the Confidential Medical Information Act (CMIA), Civil Code § 56 et seq.

#### **10. Database**

- A. Contractor shall have a demonstrable database and Electronic Medical Record (EMR) that captures all information related to Member demographics, lifestyle, personal medical history, family history, immunizations, lab values, audiometric and pulmonary function values, vital signs, review of systems, current medical findings, and all health and fitness parameters consistent with the District's health and wellness goals.
- B. As District goals change and as research on firefighter health evolves, the database/EMR must be able to incorporate new medical tests, assessments, diagnostic tools, and health risk assessments that become available. This system must be readily expandable and customizable at the direction and agreement of the District's Wellness, Health & Safety Division.
- C. The database used to collect and aggregate information must comply with applicable state and federal laws pertaining to the access, use, and disclosure of Protected Health Information (PHI) (45 C.F.R. § 160.103), including HIPAA and corresponding regulations, and the Confidential Medical Information Act (CMIA), Civil Code § 56 et seq.
- D. Upon expiration or termination of any resulting contract, the Contractor will maintain all data and records related to health care services provided to any Member under this agreement for a period of at least 7 years from the date of the last evaluation, test, or service date, and shall comply with the minimum requirements of California Code of Regulations Title 22 section 72543.
- E. In the event of the cessation of the Contractor's business or Contractor's subcontractors' businesses, Contractor shall provide no less than ninety (90) calendar days' notice of such impending cessation and the contingency plan.
- F. All transfers of PHI shall comply with HIPAA and be conducted using secure file transfer protocols or any HIPAA compliant method of transfer available at the time of transfer.

#### **11. Privacy and Security Program Requirements**

- A. Contractor shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, the Contractor shall notify the District of such breach immediately, but in no event later than 24 hours after discovery of such breach.
- B. Contractor shall indemnify and hold harmless the District, its officers, directors, officials, employees, and volunteers against any and all losses, liabilities, judgements, penalties, awards, and costs (including costs of investigation and legal fees and expenses) arising out of or related to (a) a breach of the resulting contract relating to the privacy and security requirements by the Contractor, or (b) any negligent or wrongful acts or

omissions of the Contractor or its employees, directors, officers, subcontractors, or agents, relating to the privacy requirements set forth under the resulting contract.

- C. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Contractor agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor and/or the District, agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information.
- D. Contractor shall provide adequate electronic data back-up and retention. In the event of a malfunction, error, or loss of data, the Contractor shall recreate District reports and regenerate lost data within 60 days from when the event took place at no cost to the District.

## **12. Reports**

Contractor shall provide an annual report to the District's designated representative. The report shall include, at a minimum:

- A. Demographics and age distribution
- B. Current diagnoses and current habits
- C. Medical demographic trends, including height, weight, body fat, and body mass index
- D. Blood laboratory value trends, including triglycerides, cholesterol (HDL/LDL) and glucose
- E. Blood pressure trends
- F. Fitness (back endurance and cardiovascular)
- G. Behavioral health trends

Contractor shall note any strategies they have taken toward mitigating any negative trends and improve the general health of Members.

The Contractor shall produce specialized "on request" reports to the District upon request. Such reports shall be provided to the District within five business days.

All reports must comply with applicable state and federal laws pertaining to the access, use, and disclosure of PHI (45 C.F.R. § 160.103), including HIPAA and corresponding regulations, and the CMIA, Civil Code § 56 et seq.

All reports shall be considered property of the District, and shall not be released without prior written consent from the Fire Chief.

## **13. Additional Requirements**

- A. Standards for ethical medical documentation shall be upheld. Contractor shall provide and maintain a written protocol and/or training for staff that includes standards of medical documentation.
- B. All in-office tests completed by Contractor's staff operating under the licensure and supervision of the physician are to be reviewed, documented, and signed by the qualified medical provider or physician.
- C. All necessary testing equipment shall be available and usable during exams. All equipment shall be calibrated and serviced annually or as required per industry and manufacturer standards.

- D. Typographical or administrative errors on charts or forms shall not exceed an error rate of 5%.
- E. Contractor shall ensure one hundred percent (100%) accuracy for all clinical medical judgement by Contractor physicians, including but not limited to accurate interpretation of standardized test results, all analysis and additional notes, as well as documentation of pertinent Member medical history and follow-up, recommendations, and justifications.

## EXHIBIT B

### Payment Terms

The fee for services shall not exceed the rates outlined in Contractor's Fee Schedule shown below. Payment for additional services outside the scope of this Agreement that may be requested and approved by the District through an amendment to this Agreement shall be subject to the rates outlined in Contractor's Fee Schedule.

The Contractor shall submit properly certified invoices to the District. A separate invoice shall be issued each month for the services provided. The invoice(s) shall contain the following information:

- a. Dates of Service
- b. Type of service provided
- c. Location Where Service Was Provided

Invoices shall be sent to:

[ap@metrofire.ca.gov](mailto:ap@metrofire.ca.gov)

Failure to comply with these requirements or to provide an invoice in conformance with this Agreement document may delay payment.

The District will not be bound by prices contained in an invoice that are higher than the original Fee Schedule. If a price increase has not been accepted in writing by the District, the invoice may be rejected.

No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Agreement. Standard government payment terms are net 45 days from date of receipt of goods or invoice, whichever is later. Per California Government Code 926.10, the charging of interest cannot commence until the 61<sup>st</sup> day after a claim is filed and the rate of interest is limited to 6 percent per annum (0.5 percent per month).

**Contractor's Fee Schedule**

**Group A – Medical Exam**

<b>Line Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>CPT Code</b>
<b>1</b>	Parts A. - D., G., J., and M - P of Section 3 of Exhibit A	Each	\$125.00	
<b>2</b>	Blood test - Complete Blood Count (CBC) with differential, Red Blood Cell (RBC) count indices and morphology, and platelet count	Each	\$20.00	
<b>3</b>	Blood test - Electrolytes	Each	\$40.00	cmp \$40 test 3-6
<b>4</b>	Blood test - Renal function (Blood Urea Nitrogen (BUN) to creatinine ratio)	Each	\$40.00	included in cost
<b>5</b>	Blood test - Glucose	Each	\$40.00	
<b>6</b>	Blood test - Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)	Each	\$40.00	
<b>7</b>	Blood test - Total cholesterol, HDL, LDL, with lipid ratios, and triglycerides	Each	\$30.00	
<b>8</b>	Urine laboratory test - Dipstick analysis – includes glucose, ketones, leukocyte esterase, protein, blood, and bilirubin	Each	\$10.00	
<b>9</b>	Urine laboratory test - Microscopic analysis – includes red blood cells, white blood cells, casts and crystals.	Each	\$15.00	
<b>10</b>	Urine laboratory test - Analysis for occupational chemical exposure	Each	\$75.00	
<b>11</b>	Spirogram	Each	\$50.00	
<b>12</b>	Pulmonary Function Test (PFT)	Each	\$50.00	

13	Chest X-Ray	Each	\$115.00	
14	Electrocardiogram - Resting 12-lead ECG	Each	\$45.00	
15	Electrocardiogram - Treadmill stress test	Each	\$225.00	
16	Immunization - Hepatitis B vaccine - Series of 3	Each	\$130.00	
17	Immunization - Tetanus/diphtheria (Td) or Tetanus/diphtheria/pertussis (Tdap) vaccine	Each	\$85.00	
18	Immunization - Measles, Mumps, Rubella (MMR) vaccine	Each	\$150.00	
19	Immunization - Polio vaccine	Each	\$140.00	
20	Immunization - Hepatitis A vaccine series (offered to high-risk personnel, such as members of HazMat and USAR)	Each	\$150.00	
21	Immunization - Varicella vaccine	Each	\$250.00	
22	Immunization - Influenza vaccine	Each	\$20.00	
23	Infectious disease screening - HIV screening	Each	\$100.00	
24	Infectious disease screening - Tuberculosis (TB) screening (blood test, NOT skin test)	Each	\$125.00	QFT: can do skin test \$30
25	Infectious disease screening - Hepatitis B titers	Each	\$30.00	
26	Infectious disease screening - Hepatitis C screening	Each	\$45.00	

**Group B – Mandatory OSHA Respiratory Questionnaire**

Line Item	Description	Unit of Measure	Unit Cost
1	Mandatory OSHA Respiratory Questionnaire Review	Each	\$30.00

**Group C – HazMat/USAR and Toxic Exposures**

Line Item	Description	Quantity	Unit Cost	CPT Code
1	Heavy metals evaluation/testing	1	\$75.00	
2	Cholinesterese testing	1	\$60.00	rbc,plasma, & serum
3	Fecal occult blood test for Members over age 45	1	\$60.00	

**Group D - Department of Transportation (DOT)/Department of Motor Vehicles (DMV) Exam**

Line Item	Description	Quantity	Unit Cost
1	DOT/DMV Exam	1	\$115.00

**Group E – Cancer Screenings**

Line Item	Description	Quantity	Unit Cost	CPT Code
1	Colon Cancer Screening – Fecal Stool Test	1	\$60	
2	Colon Cancer Screening – Cologuard	1	\$750	
3	Prostate Cancer Screening	1	\$35.00	lab
4	Lung cancer screening	1	\$450.00	CT can sub xray \$115
5	Cervical cancer screening	1	\$250.00	pap + test
6	Testicular cancer screening	1	\$150.00	US only; Labs extra
7	Bladder cancer screening	1	\$100.00	urine cyt only add test available
8	Oral cancer screening	1	\$5.00	visual eval,
9	Thyroid cancer screening	1	\$150.00	Ultrasound
10	Skin cancer screening	1	\$5.00	w/o biopsy and testing
11	Breast cancer screening (Mammogram)	1	\$250.00	MMG

**Group F – Ultrasounds/Imaging**

Line Item	Description	Quantity	Unit Cost	CPT Code
1	Echocardiogram	1	\$175.00	Diagnostic
2	Carotid artery ultrasound	1	\$150.00	Diagnostic
3	Aorta and Aortic Valve/Aortic Aneurysm (AAA) ultrasound	1	\$150.00	Diagnostic
4	Thyroid ultrasound	1	\$150.00	Diagnostic
5	Liver, Gallbladder, Spleen, and Kidney ultrasound	1	\$150.00	Diagnostic
6	Bladder ultrasound	1	\$150.00	Diagnostic
7	External Pelvic Ultrasound (for females)	1	\$150.00	Diagnostic
8	Prostate and Testicular ultrasound	1	\$150.00	Diagnostic
9	Breast ultrasound	1	\$150.00	Diagnostic
10	Chest Computed Tomography (CT) scan	1	\$325.00	Diagnostic
11	Calcium Cardiovascular Screening (after 10 years of service and at age 40 and above)	1	\$350.00	Diagnostic
12	Low Dose Lung CT-Scan (After 10 years of service and at age 40 and above)	1	\$450.00	Diagnostic

**Group G – Additional Laboratory Procedures**

Line Item	Description	Quantity	Unit Cost	CPT Code
1	Hemocult test	1	\$60.00	cologuard 735
2	Diabetes testing (Hemoglobin A 1 C and Glucose)	1	\$30.00	
3	Apolipoprotein B (apo B) test	1	\$30.00	
4	Comprehensive metabolic panel	1	\$40.00	
5	Thyroid panel	1	\$25.00	
6	Testosterone test	1	\$30.00	

<b>7</b>	Prostate-specific antigen (PSA) test	1	\$35.00	
<b>8</b>	Cancer antigen 125 (CA125) test	1	\$45.00	
<b>9</b>	Enhanced blood markers and/or DNA tissue analysis for cancer and disease screening	1	\$975.00	Grail
<b>10</b>	Per- and polyfluoroalkyl substances (PFAS)	1	\$400.00	

## EXHIBIT C

### BUSINESS ASSOCIATE AGREEMENT

#### I. Definitions

##### Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

##### Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean My NP.com Nursing Corporation.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Sacramento Metropolitan Fire District.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

#### II. Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware, within 30 days from the time it becomes aware of the unauthorized disclosure, breach, or security incident;

(d) In the event of unauthorized disclosure, breach, or security incident referred to in the previous section, handle breach notifications to individuals, the HHS Office of Civil Rights (OCR), and potentially the media, on behalf of and in coordination with the Covered Entity;

(e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(f) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(h) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **III. Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may only use or disclose protected health information as necessary to perform the Services set forth in this Professional Service Agreement.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below, Section, III (e).

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

#### IV. Obligations of Business Associate Upon Termination

- (a) Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
  2. Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;
  3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
  4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
  5. Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- (b) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

#### V. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.



# Sacramento Metropolitan Fire District

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10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

ADAM A. HOUSE  
Fire Chief

**DATE:** May 14, 2026  
**TO:** Board of Directors  
**SUBJECT:** MOA for Cost Reimbursement During Emergency Response Activities

## TOPIC

Request to approve a Memorandum of Agreement (MOA) between the Sacramento Metropolitan Fire District and the Sacramento County Sheriff's Office for reimbursement of eligible costs incurred during emergency response and related support activities, primarily associated with California Fire Assistance Agreement (CFAA) reimbursable activations of the Sacramento Regional Incident Management Team (SRIMT).

## BACKGROUND

The Sacramento Metropolitan Fire District (Metro Fire) and the Sacramento County Sheriff's Office (SSO) have developed a Memorandum of Agreement (MOA) to establish a framework for reimbursement of eligible costs incurred when SSO provides personnel, equipment, support vehicles, logistical assistance, and related services in support of CFAA-reimbursable activations of the Sacramento Regional Incident Management Team (SRIMT). Under the proposed agreement, Metro Fire will submit reimbursement requests to the California Governor's Office of Emergency Services (Cal OES) on behalf of SSO for qualifying costs. Reimbursement requests will be submitted only for activities that are preauthorized, compliant with the California Fire Assistance Agreement (CFAA), and consistent with rates established through the Cal OES salary survey. The proposed agreement has an initial term of five years and may be terminated by either party with 30 days' written notice.

## DISCUSSION

The proposed MOA formalizes coordination between Metro Fire and SSO during CFAA-reimbursable activations of the Sacramento Regional Incident Management Team (SRIMT). These activities may include large-scale incidents and other qualifying events where SSO resources are assigned in support of SRIMT operations under established mutual aid frameworks. Services provided by SSO may include personnel support, traffic control, scene security, logistical support, equipment use, and other approved operational assistance consistent with CFAA guidelines. Because CFAA reimbursement processes are primarily administered by fire agencies, Metro Fire would serve as the submitting agency for eligible SSO costs associated with approved SRIMT activations. The agreement also establishes responsibilities for documentation, annual rate updates, deployable personnel rosters, and reimbursement processing timelines. Metro Fire will issue reimbursement to SSO within 30 days of receipt of funds from Cal OES. The MOA further clarifies that reimbursement is subject to review and approval by Cal OES and applicable program requirements. Metro Fire does not guarantee payment of any claim denied or reduced by Cal OES. Approval of the agreement will establish a clear, consistent process for managing eligible shared response costs associated with SRIMT deployments.

**FISCAL IMPACT**

The fiscal impact associated with this agreement is negligible. Metro Fire will provide administrative support while processing claims associated with the MOA, however we will recover those costs as the agency submitting the reimbursement claims with an administrative fee that is allowable under the CFAA. Although rare, there may be instances where some submitted costs are reduced or not reimbursed.

**RECOMMENDATION**

Staff recommends that the Board approve the Memorandum of Agreement (MOA) between the Sacramento Metropolitan Fire District and the Sacramento County Sheriff's Office for reimbursement of eligible costs incurred during CFAA-reimbursable SRIMT activations and related support activities.

Submitted by:

*Adam Mitchell*

Adam Mitchell (May 4, 2026 10:53:27 PDT)

Adam Mitchell, Deputy Chief  
Support Services & EMS

Approved by:

*Adam House*

Adam House (May 4, 2026 10:57:40 PDT)

Adam A. House, Fire Chief

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
SACRAMENTO COUNTY SHERIFF'S OFFICE AND  
SACRAMENTO METROPOLITAN FIRE DISTRICT**

This **MEMORANDUM OF AGREEMENT** (hereinafter "MOA") is entered into by and between the Sacramento County Sheriff's Office (hereinafter "SSO") and the Sacramento Metropolitan Fire District (hereinafter "Metro Fire"). This MOA establishes the terms and conditions under which Metro Fire will reimburse SSO for eligible personnel, equipment, support vehicle, and other allowable expenses incurred during response activities when such costs are reimbursed to Metro Fire under the California Fire Assistance Agreement (CFAA) and the current California Governor's Office of Emergency Services (hereinafter "Cal OES") salary survey.

**RECITALS**

**WHEREAS**, Metro Fire is a local fire agency which may be eligible for reimbursement from the State of California, Cal OES, and various federal agencies through the California Fire Assistance Agreement and Cal OES Salary Survey for the provision of equipment, manpower, and other services when responding to emergency incidents;

**WHEREAS**, the SSO is a county law enforcement agency within the jurisdiction of Metro Fire;

**WHEREAS**, in responding to emergency incidents, Metro Fire may be eligible for reimbursement through the above-described Cal OES reimbursement procedures for its costs related to equipment, manpower, and other related expenses. The SSO may also provide equipment, personnel, and logistic assistance to Metro Fire in carrying out the response to such emergency incidents,

**Whereas**, Metro Fire is able to submit requests for reimbursement under the CFAA and the Cal OES Salary Survey for the cost related to vision of emergency services, which may include costs for services supplied by SSO;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the SSO and Metro Fire agree as follows:

**1. SCOPE**

Metro Fire will, on behalf of the SSO, submit cost reimbursements to Cal OES for those activities, services, and related costs incurred by SSO in their response to and assistance to Metro Fire in carrying out emergency response operations. This request for reimbursement shall be made only for activities that are preauthorized, compliant with the terms and conditions of the CFAA, and consistent with the costs and charges defined by Cal OES under their salary survey. METRO FIRE does not guarantee that any specific reimbursement charge will be paid by Cal OES, and METRO FIRE is not responsible to the SSO for any reimbursement charge not paid by Cal OES.

## **2. TERM**

This agreement shall remain in effect for five (5) years from the date of execution by authorized parties. The agreement may be terminated by either party upon 30 days' notice, at which point no further requests for reimbursement will be made by METRO FIRE on behalf of SSO. Any reimbursement requests pending on the date of the termination shall be paid as set forth herein.

## **3. PARTIES' DUTIES AND RESPONSIBILITIES**

### **A. Sacramento Metropolitan Fire District**

Metro Fire will act on behalf of SSO and shall submit requests for cost reimbursement for costs incurred by SSO in accordance with CFAA and the Cal OES salary survey. Metro Fire shall:

- i. Act as the reimbursed agency under the Cal OES salary survey;
- ii. Host SSO personnel in the Interagency Resource Ordering Capability (IROC) system to ensure availability for mobilization;
- iii. Update the salary survey each year to include current SSO personnel rates, as provided by SSO;
- iv. Submit reimbursement requests to Cal OES on behalf of both Metro Fire and SSO;
- v. Retain the full administrative surcharge as provided under the salary survey;
- vi. Upon receipt of payment from Cal OES, processes and issues reimbursement to SSO for:
  - Personnel costs,
  - Equipment usage,
  - Support vehicles,
  - Other eligible and documented expenses that were submitted as part of Metro Fire's reimbursement claim.

### **B. Sacramento Sheriff's Office**

SSO, as a condition for Metro Fire submitting reimbursement requests and receiving and processing reimbursement funds, shall:

- i. Provide necessary personnel, equipment, support vehicles, and services, limited to those that meet the requirements of the State policies (i.e., the CFAA) governing when they will reimburse for certain defined services, as part of the approved response
- ii. Provide updated personnel rates to Metro Fire no later than June 1 of each year for inclusion in the annual salary survey;
- iii. Provide an updated roster of deployable personnel to Metro Fire no later than June 1 of each year to support IROC updates;
- iv. Submit accurate and complete documentation of all expenses and deployment records in Mutual Aid Reimbursement System (MARS) using Metro Fire as their agency within the required timeframe for inclusion in the CFAA reimbursement claim;

- v. Acknowledge that Metro Fire will retain the full administrative surcharge and agrees not to submit a separate claim for this amount.

#### **4. PAYMENT TERMS**

Metro Fire will issue reimbursement to SSO within 30 days of receipt of funds from Cal OES. Payments will be made via check or journal voucher, as mutually agreed upon by the Parties.

#### **5. CANCELLATION OR AMENDMENT PROCEDURE**

This MOA may be canceled by either party by providing 30 days' prior written notice to the other party, or may be amended at any time by written mutual consent of the parties involved.

#### **6. DISPUTE RESOLUTION**

The parties shall attempt in good faith to resolve any dispute arising out of or related to this agreement or the breach, termination, or validity of the agreement by direct negotiations and discussions between them. The parties shall meet to attempt to negotiate a resolution of any dispute, prior to pursuing other available, within 10 days of receipt by a party of a written notice of dispute. If, after such consultation, the dispute cannot be resolved, the dispute may be submitted to binding arbitration pursuant to the terms of California Code of Civil Procedure sections 1282-1294.4, which procedure shall be the sole remedy for enforcement of this agreement.

#### **7. INDEMNIFICATION**

SSO shall defend, indemnify and hold harmless Metro Fire, its governing Board, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOA, caused in whole or in part by the negligent or intentional acts or omissions of SSO's Board, officers, directors, agents, employees or volunteers.

Metro Fire shall defend, indemnify and hold harmless SSO, its governing Board, officers, directors, agents, employees and volunteers, from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOA, caused in whole or in part by the negligent or intentional acts or omissions of Metro Fire's Board, officers, directors, agents, employees, or volunteers.

It is the intention of SSO and Metro Fire that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective governing Boards, officers, directors, agents, employees, and volunteers. It is also the intention of SSO and Metro Fire that, where fault is determined to have been contributory, principles of comparative fault will be followed, and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its governing Board, officers, directors, agents, employees, and volunteers.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by SSO or Metro Fire, their contractors, or subcontractors.

The provisions of this Indemnity shall survive the expiration or termination of the MOA.

#### **7.5 INSURANCE OR SELF-INSURANCE**

SSO and Metro Fire, at its sole cost and expense, shall carry insurance, or be a member of a pooled liability contract, or self-insure, its activities in connection with this MOA, and obtain, keep in force, and maintain, such coverage insurance or equivalent programs of self-insurance, adequate to cover its potential liabilities hereunder. SSO and Metro Fire agree to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this MOA is a material breach of contract and may be grounds for termination of the breaching participant from the MOA.

#### **8. ENTIRE AGREEMENT**

This document contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by the parties.

#### **9. LIMITATIONS**

Nothing in this MOA will be interpreted to conflict with, or be inconsistent with, any federal or state statute, regulation, or other provision of law applicable to SSO or Metro Fire. Furthermore, this MOA does not constitute a delegation of any authority by either party to the other.

#### **10. EMPLOYMENT POLICY**

It is agreed that employees of the parties to this MOA will at all times be subject only to the laws, regulations, and rules governing their employment with their respective agency, regardless of agency, and will not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

#### **11. INDEPENDENT CAPACITY**

For purposes of this MOA, each party will act in an independent capacity and not as officers, employees, or agents of the other. Nothing in this MOA establishes, constitutes, or will be construed as establishing or constituting a partnership, agency, or employment relationship between the parties. Persons providing services under this MOA will remain the employees of their respective agencies, and will not be employees of the other.

#### **12. NO LIABILITY FOR OTHER SSO EMPLOYEES**

Each party will assume responsibility and liability for the acts of its own agents or employees in connection with performance of their duties under this MOA. For tort liability purposes, neither party will be considered the agent of the other party. Each party will be liable, if at all, only for the torts of its own personnel that occur within the scope of their official duties and for which liability may be imposed under the law.

#### **13. NO THIRD-PARTY BENEFICIARY**

The parties to this MOA do not intend for any third party to obtain a right by virtue of this MOA.

**14. ATTORNEY'S FEES; VENUE; GOVERNING LAW**

If either party commences any legal action against the other party arising out of this MOA or the performance thereof, the prevailing party in such action will be entitled to recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this MOA will be brought in Sacramento County, California, regardless of where else venue may lie. This MOA will be governed by and constructed in accordance with the laws of the State of California.

**15. SEVERABILITY**

If any of the provisions contained in this MOA are for any reason held invalid or unenforceable, such holding will not affect the remaining provisions or the validity and enforceability of the MOA as a whole.

**16. INTEGRATED AGREEMENT**

This is an integrated agreement and contains all of the terms, considerations, understanding, and promises of the parties. It will be read as a whole.

**17. MISCELLANEOUS PROVISIONS**

All applicable terms, definitions, and provisions of the CFAA and the Cal OES salary survey are hereby incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this MOA.

**Sacramento Metropolitan Fire District**

**Sacramento County Sheriff's Office**

\_\_\_\_\_  
Adam A. House, Fire Chief

\_\_\_\_\_  
Jim Cooper, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

**DATE:** May 14, 2026

**TO:** Board of Directors

**SUBJECT:** Consider Approving Purchase of Emergency Medical Services (EMS) Supplies, Equipment, and Pharmaceuticals from Life-Assist, Inc.

## TOPIC

Staff seeks Board of Directors approval for the purchase of EMS supplies, equipment, and pharmaceuticals from Life-Assist Inc. utilizing NPPGov contract PS25830.

## BACKGROUND

Life-Assist, Inc. is a local business based out of Rancho Cordova that has maintained a professional and reliable business relationship with the Sacramento Metropolitan Fire District (District) for many years. Life-Assist, Inc.'s easy ordering process, high level of customer service, and ability to keep product in stock has allowed the District to keep the medic supply inventory consistently stocked. The District is currently utilizing NPPGov's cooperative agreement #PS20180 for the majority of its purchases with Life Assist, Inc. Utilization of this agreement was previously approved by the Board on September 23, 2021, however, the existing contract will be expiring at the end of May 2026.

## DISCUSSION

NPPGov is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide. The contracts made available by NPPGov are created through a competitive public solicitation by a Lead Public Agency.

On May 12, 2025, Lead Agency League of Oregon Cities (LOC), in cooperation with NPPGov, issued a Request for Proposal (RFP) for Medical Products, Monitors, Software, Data Transmission, and Related Services (Solicitation No. 2535). This RFP contained provisions to permit members of NPPGov to "piggy-back" off of a resulting Master Price Agreement (MPA). LOC utilized a competitive RFP process where vendor proposals were evaluated based upon "best value." LOC received proposals from seven vendors, including Life-Assist, Inc. After evaluating the proposals, Life-Assist, Inc. was selected as a successful proposer by LOC.

As a result of this solicitation, NPPGov contract # PS25830 was created. Under this contract, Life-Assist, Inc. is offering the following discounts:

MEDICAL PRODUCTS, MONITORS, SOFTWARE, DATA TRANSMISSION, AND RELATED SERVICES	
Product Category	Percentage (%) off List Price
MEDICAL PRODUCTS AND SUPPLIES	31%
PHARMACEUTICALS	31%
MEDICAL MONITORS, DEFIBRILLATORS, AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
TRAINING, SIMULATION, AND CERTIFICATION	15%
OTHER	15%
- CAPITAL EQUIPMENT	
- OPERATIONS	

Metro Fire is a member of NPPGov and is thus eligible to utilize this contract. The solicitation process utilized for this contract is in line with the processes outlined in the District's Purchasing and Contracting Policy. This contract is scheduled to expire on November, 19, 2029 and may be extended for one additional year.

**FISCAL IMPACT**

Funds for the purchase of relevant supplies have been included in the Fiscal Year 25/26 Final Budget using the General Fund.


**RECOMMENDATION**

Staff recommends the Board approve the utilization of NPPGov contract # PS25830 for applicable purchases from Life Assist, Inc. until its expiration or termination and authorize the Fire Chief or his designee to execute NPPGov's Participating Agency Endorsement and Authorization form.

Submitted by:

  
 \_\_\_\_\_  
 Mark Siebert  
 Logistics Manager

Approved by:

  
 \_\_\_\_\_  
Adam Mitchell (Apr 27, 2026 16:09:03 PDT)  
 Adam Mitchell  
 Deputy Chief, Support and Emergency  
 Medical Services

**ATTACHMENTS:**

- Attachment 1: Master Price Agreement
- Attachment 2: Intergovernmental Cooperative Purchasing Agreement with Participating Agency Endorsement and Authorization

**LEAGUE OF OREGON CITIES**

**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Life-Assist, Inc. ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Medical Products, Monitors, Software, Data Transmission, and Related Services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Medical Products, Monitors, Software, Data Transmission, and Related Services the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2535 for Medical Products, Monitors, Software, Data Transmission, and Related Services; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2535 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25830, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

#### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and G, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and G herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

#### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

#### **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as

limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

#### **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

#### **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

#### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

#### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

#### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

#### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

#### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Kevin Toon  
Email: rfp@ORCities.org

If to Vendor:

Life-Assist, Inc  
11277 Sunrise Park Drive  
Rancho Cordova, CA 95742  
ATTN: Andy Selby  
Email: andy.selby@life-assist.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

#### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation,

deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

#### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION**

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

#### **ARTICLE 20 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT**

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

#### **ARTICLE 22 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

#### **ARTICLE 23 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

#### **ARTICLE 24 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

**ARTICLE 25 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:  
Signature: Patricia M. Mulvihill  
0BD4F25C35F64D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director  
LEAGUE OF OREGON CITIES

Dated: November 19, 2025 | 8:30 PM PST

VENDOR:

Signed by:  
Signature: Carrie Woodworth  
49ABD2DB0DB6422...

Printed Name: Carrie Woodworth

Title: Contracts Manager  
LIFE-ASSIST, INC

Dated: November 19, 2025 | 4:39 PM PST

**ATTACHMENT A**

to Master Price Agreement by and between VENDOR and PURCHASER.

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

MEDICAL PRODUCTS, MONITORS, SOFTWARE, DATA TRANSMISSION, AND RELATED SERVICES	
Product Category	Percentage (%) off List Price
MEDICAL PRODUCTS AND SUPPLIES	31%
PHARMACEUTICALS	31%
MEDICAL MONITORS, DEFIBRILLATORS, AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
TRAINING, SIMULATION, AND CERTIFICATION	15%
OTHER	
- CAPITAL EQUIPMENT	15%
- OPERATIONS	

**EXCLUDES ITEMS ON SALE**

Vendor pays freight for all standard ground shipments in the Continental US. Alaska and Hawaii shipments are sent via Priority Mail or UPS 2nd Day Air, and freight is added to the invoice. Vendor will only charge the actual freight amount that we are charged; it will never be marked up in price.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

**ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

**ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

to Master Price Agreement by and between VENDOR and PURCHASER.

**REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS****Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds**

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, "federal" pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

**A. Equal Employment Opportunity**

Contracts classified as "federally assisted construction contracts" under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

**B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)**

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

**C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)**

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

**D. Rights to Inventions Made Under a Contract or Agreement**

If the federal award qualifies as a "funding agreement" per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

**E. Clean Air Act and Federal Water Pollution Control Act**

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401-7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251-1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

#### F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

#### G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

#### H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

#### I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

#### J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

#### K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

#### L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to "federal" denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to "federal" are specific to the United States federal government.

**ATTACHMENT E**

to Master Price Agreement by and between VENDOR and PURCHASER.

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

to Master Price Agreement by and between VENDOR and PURCHASER.

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT G**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

**TERMS AND CONDITIONS**

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**WARRANTIES AND LIABILITY LIMITS**  
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Warranties are limited to those offered by the manufacturer. Life-Assist, Inc. gives no express or implied warranties on any items shown in its catalog, price list, or otherwise offered for sale and shall not be responsible for the proper use and servicing of goods purchased nor does the company give any express or implied warranty that goods purchased are merchantable or fit for a particular purpose. Life-Assist, Inc. shall not be liable for special or consequential damage or injury to person or property which results from the use of these products. All products sold by Life-Assist, Inc. are intended for use by trained medical personnel.

=====  
**SHIPPING**  
=====

Free Standard Shipping within the contiguous U.S. on orders over \$100! Orders under \$100 will be charged a \$14.50 shipping and handling fee. All other orders are shipped FOB origin and freight charges will be applied at time of shipment.

It is our service policy to ship orders the same day we receive them, providing the order is placed by 4:00 pm Monday through Friday. Most orders are shipped by UPS ground complete within 24 hours (M-F). If, by chance, an item is backordered, it will be shipped to you immediately upon our receipt.

Refrigerated items are only shipped Monday – Wednesday and will arrive in 1 – 2 days. Destinations outside of the 2-day shipping zone must be shipped 2nd Day Air and the air freight charges will apply. Refrigerated items cannot be returned.

Freight charges will be applied to special orders, overweight orders, oversized products, and requested rush deliveries.

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**RETURNS**  
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If a product does not meet your specifications, you may return the item in its original and unaltered\* packaging, in resalable condition, within 45 days. Prior to returning any purchase, please contact Customer Care at (800) 824-6016 or email [CustomerCare@life-assist.com](mailto:CustomerCare@life-assist.com) to obtain a return authorization number.

\*Please note, we are unable to provide credit for items where packaging has been altered (i.e., marked with permanent marker or internal agency labels affixed).

Returned merchandise must be sent freight prepaid and be received in new, resalable condition.

To expedite the process, please have your shipping or invoice document available for reference.

Items returned within 45 days of shipment will not be subject to a restocking fee. Items returned 46 days or more will be subject to a 15% restocking fee (\$25.00 minimum) plus freight.

Non-returnable items include:

- Pharmaceutical products
- Custom / special order items
- Refrigerated products
- Items listed as non-returnable
- Short dated or expired products
- Items not in original packaging

Some goods, such as refrigerated items, special order items, short dated product and/or items more than 90 days old, etc., are not be eligible for credit. Products shipped directly from vendor partners require a vendor return authorization and are subject to the vendor's return policy and any applicable fees. If we make an error in filling or shipping your order, we will promptly rectify the mistake at no cost to you.

Please note: Issuance of a Return Authorization Number is required and does not guarantee credit. Credit will be issued only after the product is received, inspected, and confirmed to meet our return requirements.

If a damaged shipment is received, please note the extent of the damage to the carrier at the time of delivery. Keep all boxes and packaging materials and immediately contact Customer Care at (800) 824-6016 or email [CustomerCare@life-assist.com](mailto:CustomerCare@life-assist.com).

Damage claims must be made within 5 days of receipt of merchandise.

=====  
CREDIT  
=====

Municipalities, fire and police departments, recognized volunteer organizations, government agencies and related: may purchase on terms of Net 30 days from shipping date without prior arrangement. Please fax or mail your first order on agency letterhead.

Commercial businesses: may apply for open account status by submitting a completed Life-Assist, Inc. Credit Application Form.

Resellers may request price quotations online only. Rx items are not available for resale.

Overdue accounts: will be assessed a 1 1/2% monthly (18% year) charge. Payment on account will be credited upon receipt at Life-Assist's office in Rancho Cordova, California. Delinquent accounts will be referred for collection. Purchaser will be liable for all costs of collection on overdue accounts, plus reasonable attorney's fees. A \$20 service charge will be assessed on all returned checks.

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## **Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

**ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

**ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

**ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

**ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

**ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

**ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.**

**LEAGUE OF OREGON CITIES  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

Signed by:  
  
OBDAF25C35F54D0...

Date: January 19, 2026

BY: Patricia M. Mulvihill  
ITS: Executive Director

League of Oregon Cities Contact Information:

Contact Person: Kevin Toon  
Address: 1201 Court St NE #200, Salem, OR 97301  
Telephone No.: 503-588-6550  
Email: rfp@orcities.org

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of \_\_\_\_\_ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of \_\_\_\_\_ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

Date: \_\_\_\_\_

**Participating Agency Contact Information:**

Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

**DATE:** May 14, 2026  
**TO:** Board of Directors  
**SUBJECT:** Approving the Renewal of the Cooperative Agreement for the Federal Excess Personal Property (FEPP) Program

## TOPIC

The Cooperative Agreement for the USDA Forest Service Federal Excess Personal Property (FEPP) Program under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) between the State of California Department of Forestry and Fire Protection (Cal Fire) and Sacramento Metropolitan Fire District is due for renewal.

## SUMMARY

The State of California Department of Forestry and Fire Protection has been approved as an agent of the US Forest Service to administer the Cooperative Forestry Assistance Act of 1978 (CFAA). The CFAA authorizes the loan of Federal Excess Personal Property (FEPP) available for use by local agencies to provide fire prevention and suppression in areas of timber, grass, and wildland adjacent to suburban areas.

It has been determined that it is advantageous to the State in the proper discharge of its responsibilities to make certain FEPP available to Metro Fire, and therefore, this Cooperative Agreement is entered into.

The State has loaned two (2) items to Metro Fire under this Agreement. The loan is for an indefinite period. However, the Agreement shall be renewed every five (5) years and reviewed every other year for changes or violations.

## DISCUSSION

The renewal of this Cooperative Agreement will allow Metro Fire to continue using the FEPP to provide fire prevention and suppression services under the CFAA.

The State has loaned Metro Fire the following equipment in order to provide these services:

- (1) Dry Chem – Mdl: K450/LW50 Foam Unit Fire Protection System
- (1) 1988 GMC Water Tender 2.5T – Mdl: 7000

Under this Agreement, the FEPP must be used 90 percent for fire. Ownership shall remain with the US Forest Service; however, ownership of all accessories, tools, light bars, etc., shall remain with Metro Fire and may be retained if the FEPP is returned to the State. Metro Fire shall continue to be responsible for the proper care, maintenance, security, and storage of the equipment, as per the Agreement.

Either party may terminate this agreement by providing the other party with 60 days' written notice prior to the termination date.

**FISCAL IMPACT**

Metro Fire is responsible for the proper care, maintenance, security, and storage of the equipment.

**RECOMMENDATION**

Staff recommends that the District adopt the attached Resolution approving the renewal of the Cooperative Agreement for the Federal Excess Personal Property (FEPP) Program.

Submitted by:

Approved by:

*Adam Mitchell*  
Adam Mitchell (May 4, 2025 12:52:54 PDT)  
Adam Mitchell  
Deputy Chief of Support & EMS Services

*Adam House*  
Adam House (May 5, 2025 15:21:24 PDT)  
Adam House  
Fire Chief

**ATTACHMENTS:**

- Attachment 1: Resolution
- Attachment 2: Agreement



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2026-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE RENEWAL OF THE COOPERATIVE AGREEMENT FOR THE FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM

**WHEREAS**, the Sacramento Metropolitan Fire District is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State Constitution and laws; and

**WHEREAS**, there is a need for excess personal property from the United States Department of Agriculture (USDA) Forest Service through the Federal Excess Personal Property (FEPP) program to help actively engage in the prevention, protection, and suppression of all wildland, rural, structural, or other fires in the County of Sacramento; and

**WHEREAS**, the loan of certain FEPP items is available for local fire agencies as described in the USDA Forest Service FEPP Desk Guide, in accordance with the Cooperative Forestry Assistance Act (CFAA) of 1978 (16 U.S.C. Chapter 41 § 2101).

**THEREFORE, BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby:

1. Accept the agreement between the State of California, Department of Forestry and Fire Protection (CAL FIRE), and the Sacramento Metropolitan Fire District for the acquisition of FEPP, and
2. Authorize Fire Chief Adam A. House or his designee to sign the agreement on behalf of the Board of Directors.

**PASSED, APPROVED AND ADOPTED this 14th day of May 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT, HEREBY CERTIFY** that the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Marni J. Rittburg, CMC, CPMC  
Clerk of the Board

STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE  
USDA FOREST SERVICE  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

AND

**SACRAMENTO METRO FIRE DEPARTMENT**

This agreement made and entered into this        day of       , 20       , by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as the STATE and the Sacramento Metro Fire Department, hereinafter referred to as the COOPERATOR, covenants as follows:

I.       PURPOSE

The STATE has been approved as an agent of the United States Department of Agriculture (USDA) Forest Service for administering Federal Excess Personal Property (FEPP) as part of the Cooperative Fire Protection Program, which allows the COOPERATOR to take custody and use FEPP property for wildland and rural community fire protection services.

II.       MUTUAL INTEREST OF PARTIES

Both the STATE and the COOPERATOR have a mutual interest in the prevention, protection and suppression of all wildland and rural community fires near and adjacent to the property and the people of California.

III.       AUTHORITIES

The Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. § 483) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2106(c)) authorizes the FEPP Program as an element of the Cooperative Fire Protection Program (16 U.S.C. § 2106(b)). Under these authorities, the USDA Forest Service may lend FEPP property needed for wildland and rural community fire protection to the STATE and to local paid or unpaid fire departments for their use.

IV.       RESPONSIBILITIES

THE COOPERATOR AGREES:

1. Primary use of FEPP property must be 90 percent for activities directly related to wildland and rural community fire protection; however, situations may occur that make this exclusive use impractical. Non-fire emergency use of FEPP property is authorized and limited to no more than 10 percent total usage. Abuse of the 10 percent non-fire use standard could result in recall of the property on loan, suspension from the program, or other sanctions.

2. FEPP property acquired by the COOPERATOR is not permitted to be rented, leased, loaned, or traded to another party; no exceptions. FEPP property is not permitted to be transferred or sold without prior approval from the STATE or the USDA Forest Service. FEPP property is for official use only; personal use of FEPP property is prohibited, violates the law, and this Cooperative agreement. Any personal use violations found, subjects the COOPERATOR to penalties and FEPP property recall as determined by the STATE and the USDA Forest Service.
3. To immediately notify the STATE of receipt of FEPP property during the acquisition process.
4. To bear the entire cost of transportation, retrofit, modification, maintenance, repairs, and operation of acquired FEPP property while in the COOPERATOR's possession.
5. The COOPERATOR must paint any FEPP rolling stock acquired directly from the USDA Forest Service that has the distinct Forest Service green color. If the FEPP property is acquired from the Department of Defense (DoD) and has military colors or markings, it must be painted. This is mandatory per the STATE and the USDA Forest Service. The painting of the FEPP vehicle must be accomplished within one (1) calendar year of the acquisition.
6. To register all FEPP rolling stock with the California Department of Motor Vehicles (DMV) within 60 days of receipt of property. Lien Holder will remain as the USDA Forest Service. This is mandatory as ownership remains with the USDA Forest Service. Registered Owner will be the COOPERATOR.
7. To obtain prior to operation of any FEPP property the minimum liability insurance in the amount required by State law to cover the operation of FEPP rolling stock. The COOPERATOR must maintain adequate insurance to cover damages or injuries to cover persons or property relating to the use of the property. Proof of insurance coverage must be provided to the STATE in the form of an insurance policy or a self-insured statement on an official letterhead.
8. Drivers of FEPP property must take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).
9. To make FEPP property operable and ready to be placed into service for wildland and rural community fire protection, including fire suppression and prevention. Operational condition of the property will be achieved within one (1) year to the date of property pick up/receipt.
10. FEPP property cannot be modified or cannibalized without prior authorization from the STATE and the USDA Forest Service. The COOPERATOR shall contact the STATE with a request and justification to modify or cannibalize any FEPP property. The request must be submitted for approval before any modification or cannibalization to FEPP property takes place.
11. The COOPERATOR is responsible for the proper care, maintenance, security and storage of all acquired FEPP property.
12. All FEPP property must be identified as property belonging to the USDA Forest Service and for fire use only. The STATE will provide USDA Forest Service property tags along with a property number assigned to accountable FEPP property.

13. To promptly report any FEPP property when it is no longer needed by the COOPERATOR to the STATE and the USDA Forest Service for disposal authority. The COOPERATOR is not to release FEPP property to anyone unless the STATE and the USDA Forest Service have provided the proper authorization and documentation needed. The COOPERATOR is to provide reasonable access to authorized personnel for inspection and removal of FEPP property.
14. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned FEPP property remains with the COOPERATOR and must be removed prior to the disposal process.
15. Accidents involving FEPP property must be reported directly to the STATE within 10 days of the situation. This includes accidents that result in death, injury, illness, or property damage (more than \$350). Depending on the type of accident, the STATE will provide direction to the COOPERATOR on the information required to be submitted to the USDA Forest Service.
16. Lost, stolen, damaged or destroyed FEPP property shall be reported to the STATE for proper documentation and handling.
17. When FEPP property is lost, damaged, destroyed or stolen, a determination is required whether there was negligence on the part of the COOPERATOR. The STATE shall make a recommendation to the USDA Forest Service Property Management Officer (PMO) whether there was negligence or gross negligence.
  - a. Negligence: The failure to abide by Federal rules and regulations.
    - i. Repeated instances of negligent damage to FEPP property by staff of the COOPERATOR may be cause for the STATE to suspend further acquisitions by the COOPERATOR until the reasons for the negligence are identified and steps taken to prevent further instances.
  - b. Gross negligence: The intentional, willful, or wanton failure to exercise a reasonable degree of care to protect FEPP property in one's custody in reckless disregard of the consequences of the actions.
    - i. If the STATE determines that there is apparent gross negligence on the part of the COOPERATOR staff, the findings plus all supporting documentation shall be forwarded by the STATE to the USDA Forest Service PMO for a final determination.
    - ii. Should the USDA Forest Service submit the final determination is one of gross negligence and sends the STATE a Bill of Collection for FEPP property under the COOPERATOR's care, the COOPERATOR will reimburse the STATE for all the costs listed on the Bill of Collection.
    - iii. The COOPERATOR shall be suspended from acquiring any additional FEPP property for a set time as determined by the STATE.
    - iv. A second case of gross negligence will cause the COOPERATOR to lose all privileges of participation in the FEPP program as determined by the STATE.
18. To perform/participate in the physical inventory process on FEPP property in the COOPERATOR's possession every two (2) years.
19. The STATE and the USDA Forest Service will periodically conduct joint reviews of the FEPP program to ensure compliance with the USDA Forest Service and other applicable statutes, regulations and policies are being followed. The COOPERATOR must participate and provide access to all physical FEPP property along with access to all FEPP documentation during the review. The STATE is authorized to perform audits and reviews by STATE personnel, in between joint reviews, to provide the USDA Forest Service information for FEPP program improvements.

20. To retain all documentation on all inventoried FEPP property for six (6) years and three (3) months after the year designated for the disposal of the property. The STATE will send all mandatory documentation required for acquisition, management and disposal of FEPP property to the COOPERATOR as these processes occur.
21. The COOPERATOR must provide access to and the right to examine all records, books, papers or documents relating to the FEPP program to the USDA Forest Service, the USDA Office of the Inspector General (OIG), the Comptroller General of the United States, the STATE and their authorized representatives.
22. To comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.

V. OTHER AGREEMENT TERMS  
IT IS MUTUALLY AGREED THAT:

1. Title to all FEPP property shall remain vested in the United States federal government.
2. The COOPERATOR shall complete a resolution, or a statement from their governing board/council, approving participation in the FEPP program. The resolution must be received with this Cooperative agreement as a requirement of the Terms and Conditions before the STATE will prepare or continue (in the case of a renewal agreement) the COOPERATOR's access to screen and manage FEPP property.
3. All FEPP property loaned to the COOPERATOR shall be for an indefinite period of time, unless the COOPERATOR is negligent of program requirements as detailed in the Terms and Conditions of this Cooperative agreement as well as any Federal regulations that govern the FEPP program. The agreement may be terminated by either party after giving notice 60 days in advance of such termination to the other party.
4. The STATE will not be responsible for furnishing spare parts for FEPP property and the COOPERATOR accepts all FEPP property "as is" without any warranties of any kind, either expressed or implied.
5. Amendments to this Cooperative agreement covering acquisitions and disposals of FEPP property will be submitted by the STATE to the COOPERATOR for review and signature. These Amendments will be sent upon completion of the action taken and must be returned signed and dated by the COOPERATOR to the STATE to maintain accurate record keeping as required by the USDA Forest Service.
6. COOPERATORS with any FEPP property will cooperate with regulatory agencies to ensure compliance with Federal and State regulations, program and property management requirements.
7. In the event of any dispute over FEPP loaned equipment or any terms or conditions contained herein, the dispute shall be decided by the STATE and its decision shall be binding and final.

8. The parties hereto agree that the COOPERATOR, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the COOPERATOR, performing under the terms of this Cooperative agreement, are not acting as officers, employees or agents of the State or the Federal government.
9. The COOPERATOR agrees to defend, indemnify, save and hold harmless the STATE as defined herein, and the Department of Forestry and Fire Protection (CAL FIRE), their officers, agents and employees against all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the COOPERATOR, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property transferred.
10. The period of this agreement is for five (5) years from the date of last signature on page six (6) and entered on page one (1), if no violations or signatory changes occur. Thereafter, the agreement shall be reviewed every other year for compliance by the STATE during the agreement review process and extended if no violations or changes have occurred, not to exceed a five (5) year term renewal. This Cooperative agreement supersedes all prior agreements related to the FEPP program.
11. Either party may terminate this agreement by providing written notice to the other party 60 days prior to the termination date. If the agreement is terminated, the COOPERATOR shall be ineligible to continue participation in the FEPP program. Upon termination of this Cooperative agreement, all FEPP property assigned to the COOPERATOR shall be returned to the STATE. Prior to terminating a COOPERATOR's eligibility for cause, the STATE shall attempt alternative resolutions.
12. Any information provided to the STATE under this Cooperative agreement is subject to the Freedom of Information Act (5 U.S.C. §§ 551 *et seq.*).
13. The primary contact information of the parties hereto, for all notices, payments, repayments, or any other activity required or contemplated under the terms of this Cooperative agreement are:

Cooperator Name: Sacramento Metro Fire Department	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
Contact Name: Adam House	
Title: Fire Chief	
Street Address: 10545 Armstrong Ave, Ste. 200	Street Address: 710 Riverpoint Court West Sacramento, CA 95605
Mailing Address: 10545 Armstrong Ave, Ste. 200	Mailing Address: P.O. Box 944246
City: Mather	City: Sacramento
Zip: 95655	Zip: 94244-2460
Phone Number: (916) 859-4305 Ext.	Phone Number: (916) 956-7610
Cell Phone Number: ( ) -	Fax Phone Number: (916) 894-9880
Email: House.Adam@metrofire.ca.gov	Email: <a href="mailto:FederalProperty@fire.ca.gov">FederalProperty@fire.ca.gov</a>

14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: Amador - El Dorado Unit (AEU)		Point of Contact: AEU Forestry Logistics Officer	
Physical Address: 2350 Carson Rd			
City: Placerville		Zip Code: 95667	
Phone Number: (530) 497-4921 Ext.        :			

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year of the last signature below.

<b>COOPERATOR</b>	
NAME OF COOPERATOR: <b>Sacramento Metro Fire Department</b>	
BY (Authorized Signature):  <i>[Signature]</i>	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Adam House, Fire Chief</b>	
<b>STATE OF CALIFORNIA Department of Forestry and Fire Protection (CAL FIRE)</b>	
BY (CAL FIRE Unit Chief):  <i>[Signature]</i>	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>David Wood, Unit Chief, Amador - El Dorado Unit (AEU)</b>	
BY (CAL FIRE State and Federal Property and Recycling Manager):  <i>[Signature]</i>	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Melissa Hillis, State and Federal Property and Recycling Manager</b>	

STATE OF CALIFORNIA  
 THE NATURAL RESOURCES AGENCY  
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE  
 USDA FOREST SERVICE  
 FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
 Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

**ATTACHMENT A**

**SACRAMENTO METRO FIRE DEPARTMENT**

	ITEM:	SERIAL #:	PROPERTY #
1.	Dry Chem – Mdl: K450/LW50 Foam Unit Fire Protection System	A340617585	AG0001477861
2.	1988 GMC Water Tender 2.5T Mdl: 7000	1GD57D4GXJV515896	AG0001558047
3.			
4.			
5.			
6.			
7.			

Rev. November 2022

# *Resolution for Richard M. Anspach Station 23 Dedication*

*WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District wishes to dedicate Station 23 in memory of Richard M. Anspach, who passed away Thursday, December 23, 1993, at the age of 33 from Acute Lymphoblastic Leukemia; and*

*WHEREAS, Richard M. Anspach served for five years with the Sacramento Metropolitan Fire District. He was an honorable Firefighter, well respected by his peers, who took great pride in public service and making his community safer; and*

*WHEREAS, he worked at Metro Fire Station 23, located on Greenback Lane, proudly serving the Sacramento community of Citrus Heights; and*

*WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District, on behalf of the Sacramento Metropolitan Fire District does hereby acknowledge the exemplary public service and dedication of Richard M. Anspach; and*

*NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Sacramento Metropolitan Fire District does hereby proclaim recognition and remembrance of Richard M. Anspach for his countless contributions and the support he provided to the fire service and public safety, by dedicating Station 23 in his honor; and*

*BE IT FURTHER RESOLVED, that this foregoing Resolution No. 2026-XXX was passed and adopted on the 14<sup>th</sup> day of May, 2026, by the Board of Directors of the Sacramento Metropolitan Fire District.*

---

John Costa, Board President

---

Marni Rittburg, Board Clerk



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE  
Fire Chief

**DATE:** May 14, 2026  
**TO:** Board of Directors  
**SUBJECT:** Presentation of Other Post-Employment Benefit (OPEB) Actuarial Valuation for Fiscal Year Ending June 30, 2026

## BACKGROUND

The Sacramento Metropolitan Fire District (District) provides benefits to its retirees in the form of medical coverage and other benefits not covered by a pension plan. With that obligation the District must file certain accounting reports and determine if benefits will be sufficiently funded and available when needed. The Other Post-Employment Benefit (OPEB) Actuarial Valuation for Fiscal Year Ending June 30, 2022, provides that funding determination and is now ready for presentation to the Board. This report is prepared biennially by the District's actuary, MacLeod Watts.

## DISCUSSION

The OPEB actuarial valuation is prepared for the purposes of determining contribution levels for prefunding the plan, providing information needed for California Employees' Benefit Trust (CERBT) contributions, and disclosing certain information needed for accounting reports. The report considers the obligations of the district, including explicit subsidies (District contributions towards healthcare) and implicit subsidies (contributions from active employees to subsidize current retirees' OPEB coverage).

The OPEB Actuarial Valuation presented concludes that the District's OPEB funded ratio, or net position/net OPEB liability, will increase from 27% on June 30, 2025 to 30% as of June 30, 2026. This improvement in funded level is largely due to market performance and the District's decision to contribute to the CERBT.

In FY 2026/27 the District's OPEB contribution costs are expected to rise significantly due to increases in medical care expense, and remain approximately at the same level in FY 2027/28.

## FISCAL IMPACT

There is no fiscal impact associated with this presentation item.

**RECOMMENDATION**

This is a presentation item and there is no staff recommendation.

Submitted by:

Approved by:

*Dave O'Toole*  
\_\_\_\_\_  
Dave O'Toole  
Chief Financial Officer

\_\_\_\_\_  
Adam House  
Fire Chief

MacLeod Watts

Board Meeting May 14, 2026

Sacramento Metropolitan Fire District

OPEB Program





PRIMARY PURPOSE OF  
THIS REPORT

- Recalculate plan liabilities as of June 30, 2025
- Provide GASB 75 accounting information
- Develop funding levels for prefunding plan benefits

WHAT BENEFITS ARE  
BEING VALUED?

- The District pays a portion of the premium for retirees based on the date hired, years of PERS service, and Medicare enrollment status. We refer to this as the “explicit subsidy”
- Benefits also include an “implicit subsidy” because retiree premiums are not expected to cover retiree claims

Fiscal Year Ending	GASB 75 Funded Status History			
	Total OPEB Liability (TOL)	Fiduciary Net Position (FNP)	Net OPEB Liability	Funded Ratio (FNP / TOL)
2024	302,033,016	74,641,781	227,391,235	25%
2025	322,613,134	87,411,632	235,201,502	27%
2026	336,043,714	101,991,292	234,052,422	30%

The District set up an OPEB trust about 14 years ago to begin prefunding this plan (Aug 2012).

The Net OPEB Liability increased by \$7.8 million in 2025 and decreased by \$1.2 million in 2026.

The funded ratio increased from 25% to 30% in the last two years.

# OPEB ACTUARIALLY DETERMINED CONTRIBUTIONS

Actuarially Determined Contributions (ADCs)			
Valuation date	6/30/2023	6/30/2025	
Discount rate	6.16%	6.55%	
For fiscal year ending	6/30/2026	6/30/2027	6/30/2028
Unfunded AAL (Explicit + Implicit)	\$ 226,929,435	\$ 231,905,653	\$ 229,513,143

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Actuarially Determined Contributions (ADCs)			
Valuation date	6/30/2023	6/30/2025	
Discount rate	6.16%	6.55%	
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<b>Unfunded AAL (Explicit + Implicit)</b>	\$ 226,929,435	\$ 231,905,653	\$ 229,513,143
Normal Cost (Explicit + Implicit)	\$ 9,757,162	\$ 10,419,236	\$ 10,731,813
Amortization of UAAL	16,814,460	18,461,957	19,190,475
Interest to fiscal year end	1,636,812	1,891,718	1,959,910
<b>Total Actuarially Determined Contribution</b>	<b>28,208,434</b>	<b>30,772,911</b>	<b>31,882,198</b>

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<b>Total Actuarially Determined Contribution</b>	<b>28,208,434</b>	<b>30,772,911</b>	<b>31,882,198</b>
1 Implicit subsidy contribution	\$ 4,439,626	\$ 4,646,265	\$ 4,788,196
2 <i>Estimated District paid premiums for retirees</i>	13,754,575	13,981,779	14,553,269
3 <i>Estimated District contribution to OPEB trust*</i>	4,162,094	9,146,370	9,201,244
<b>Total Expected District Contributions (1+2+3)</b>	<b>\$ 22,356,295</b>	<b>\$ 27,774,414</b>	<b>\$ 28,542,709</b>

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<b>Expected shortfall (excess) relative to the ADC</b>	<b>\$ 5,852,139</b>	<b>\$ 2,998,497</b>	<b>\$ 3,339,489</b>
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\* The estimated trust contribution of \$4,162,094 shown for FYE 2026 represents the budgeted contribution previously set by the District. The remaining estimated trust contributions for FYE 2027 and FYE 2028 are based on the Funding Policy Contributions shown on the following slide.

## OPEB FUNDING POLICY CONTRIBUTIONS

Funding Policy Contributions (FPCs)			
Valuation date	6/30/2023	6/30/2025	
Discount rate	6.16%	6.55%	
For fiscal year ending	6/30/2026	6/30/2027	6/30/2028
Unfunded AAL (Explicit only)	\$ 162,142,895	\$ 168,162,121	\$ 164,155,074

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For fiscal year ending	6/30/2026	6/30/2027	6/30/2028
<b>Unfunded AAL (Explicit only)</b>	\$ 162,142,895	\$ 168,162,121	\$ 164,155,074
Normal Cost (Explicit only)	\$ 7,596,004	\$ 8,319,033	\$ 8,568,604
Amortization of UAAL	12,014,066	13,387,348	13,725,636
Interest to fiscal year end	1,207,980	1,421,768	1,460,273
<b>Total Funding Policy Contribution</b>	<b>20,818,050</b>	<b>23,128,149</b>	<b>23,754,513</b>

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<b>Total Expected District Contributions (1+2)</b>	<b>\$ 17,916,669</b>	<b>\$ 23,128,149</b>	<b>\$ 23,754,513</b>

<b>Expected shortfall (excess) relative to the FPC</b>	<b>\$ 2,901,381</b>	<b>\$ -</b>	<b>\$ -</b>
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\* The estimated trust contribution of \$4,162,094 shown for FYE 2026 represents the budgeted contribution previously set by the District.

<b>Increase in District contribution to OPEB trust over prior year</b>	<b>\$ 4,984,276</b>	<b>\$ 54,874</b>
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# QUESTIONS



# **Metro Fire x Folsom Fire:**

## **Analyzing Automatic Aid Patterns**

**Presented by:**  
Operations, Planning & Development

**May 14, 2026**



# Automatic Aid

## Introduction

- Folsom Fire Department (Folsom) has modified its Fire & EMS deployment model in response to budget shortfalls. To concentrate resources in the central city, Folsom has relocated medic units away from the jurisdictional boundaries shared with the Sacramento Metropolitan Fire District (Metro)
- **This shift has raised operational, governance, and stakeholder concerns – particularly regarding the balance and performance of the automatic aid system between the two agencies.**
- What does the data say about aid between Folsom and Metro?



# Automatic Aid

## What the Data say?

Folsom Fire Department Auto Aid 2024-2025							
	Aid Provided (Metro to Folsom)			Aid Received (Folsom to Metro)			
	2024 Incidents	2025 Incidents	Change	2024 Incidents	2025 Incidents	Change	
Fire	129	106	-18%	125	106	-15%	Fire
Medical	613	916	49%	892	682	-24%	Medical
Rescue	30	27	-10%	35	23	-34%	Rescue
HazMat	30	12	-60%	11	8	-27%	HazMat
<b>TOTAL</b>	<b>802</b>	<b>1,061</b>	<b>32%</b>	<b>1,063</b>	<b>819</b>	<b>-23%</b>	<b>TOTAL</b>

- Auto aid fires responses have decreased across both agencies
- Metro saw an increase in medical aid provided to Folsom (+49%), and also a decrease in medical aid received from Folsom (-24%)
- Auto aid Rescue and HazMat incidents also decreased across both agencies



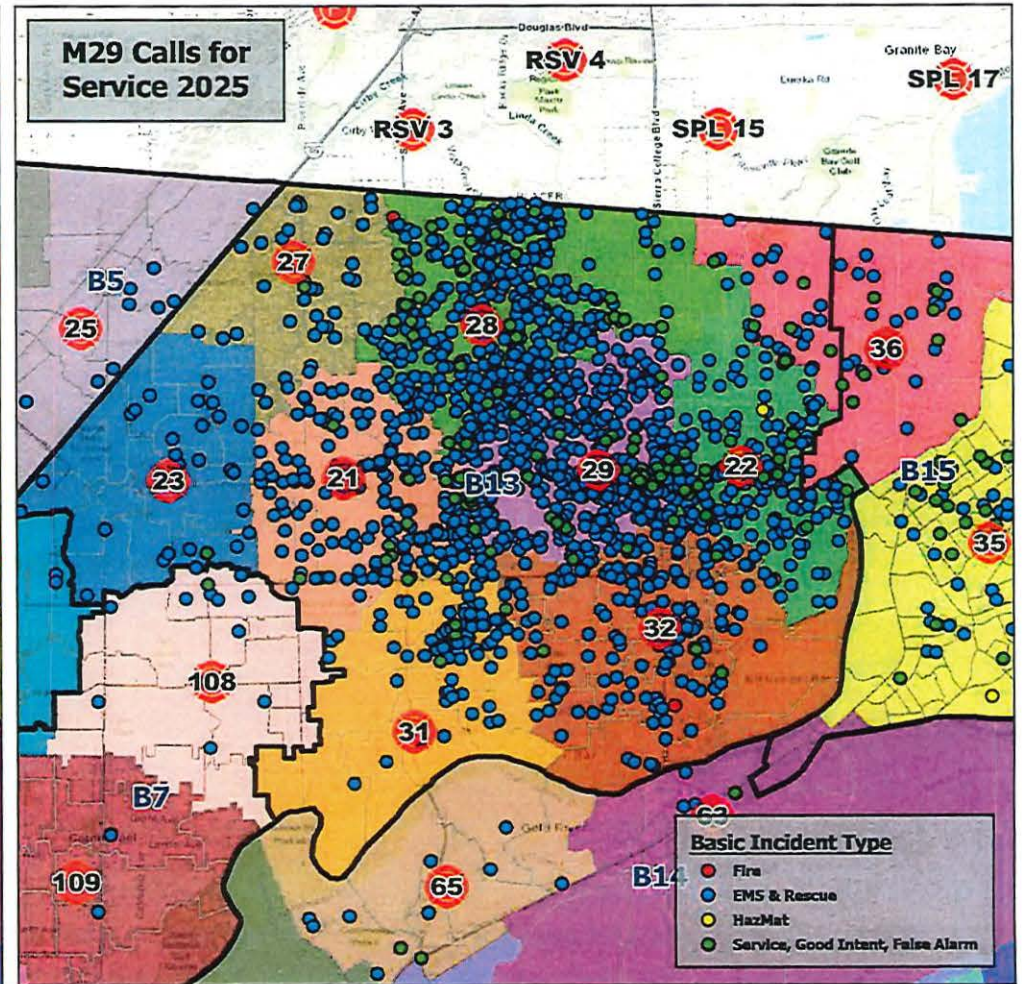
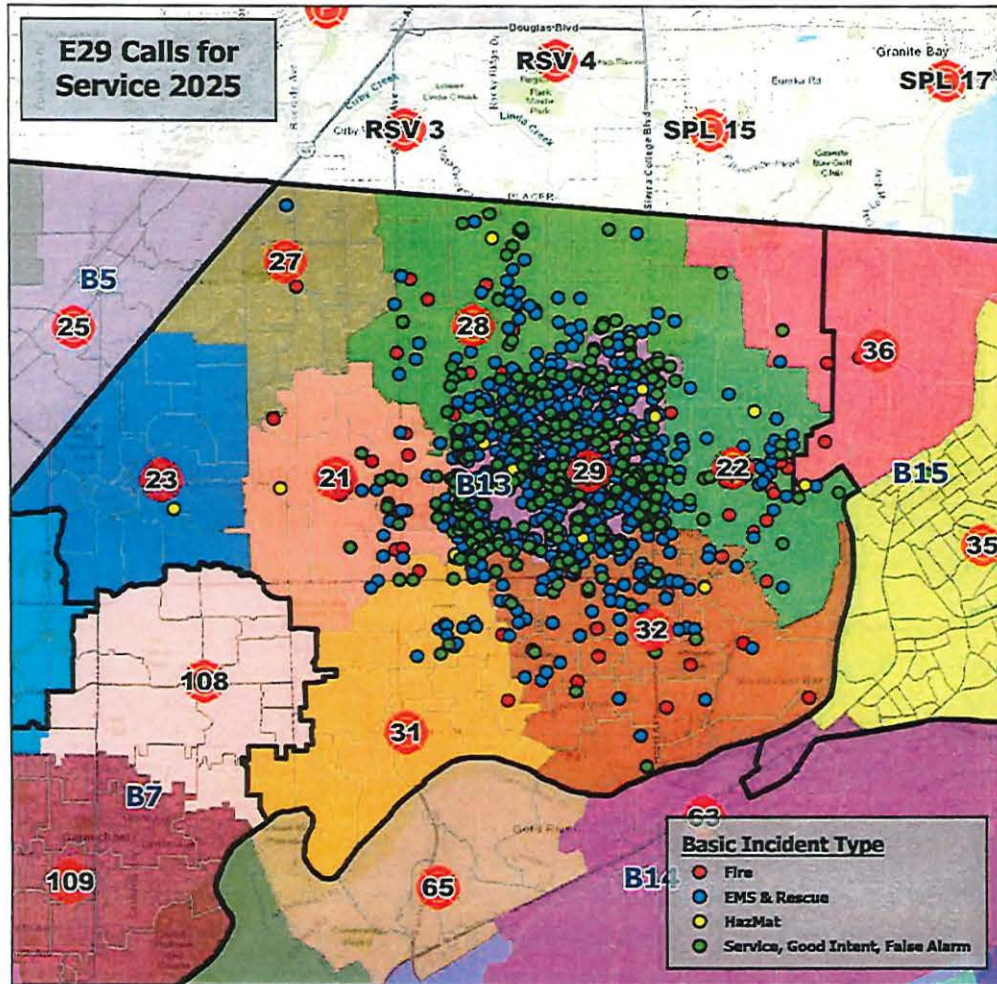
# Ambulance Deployment Case Study:

## Understanding the Impacts of Regional Ambulance Stationing



# Ambulance Deployment Case Study

## First Responder (E29) vs. Ambulance Coverage (M29)





# Ambulance Deployment Case Study

## The Big Picture of Ambulance Stationing

- First responders generally stay around their first in areas (~4-min travel radius), while ambulances more broadly cover entire battalions (~10-min travel radius)
- **Station-to-station ambulance moves are nominal, so long as the battalion maintains similar coverage**
- How do automatic aid partners factor in?



# Ambulance Deployment Case Study

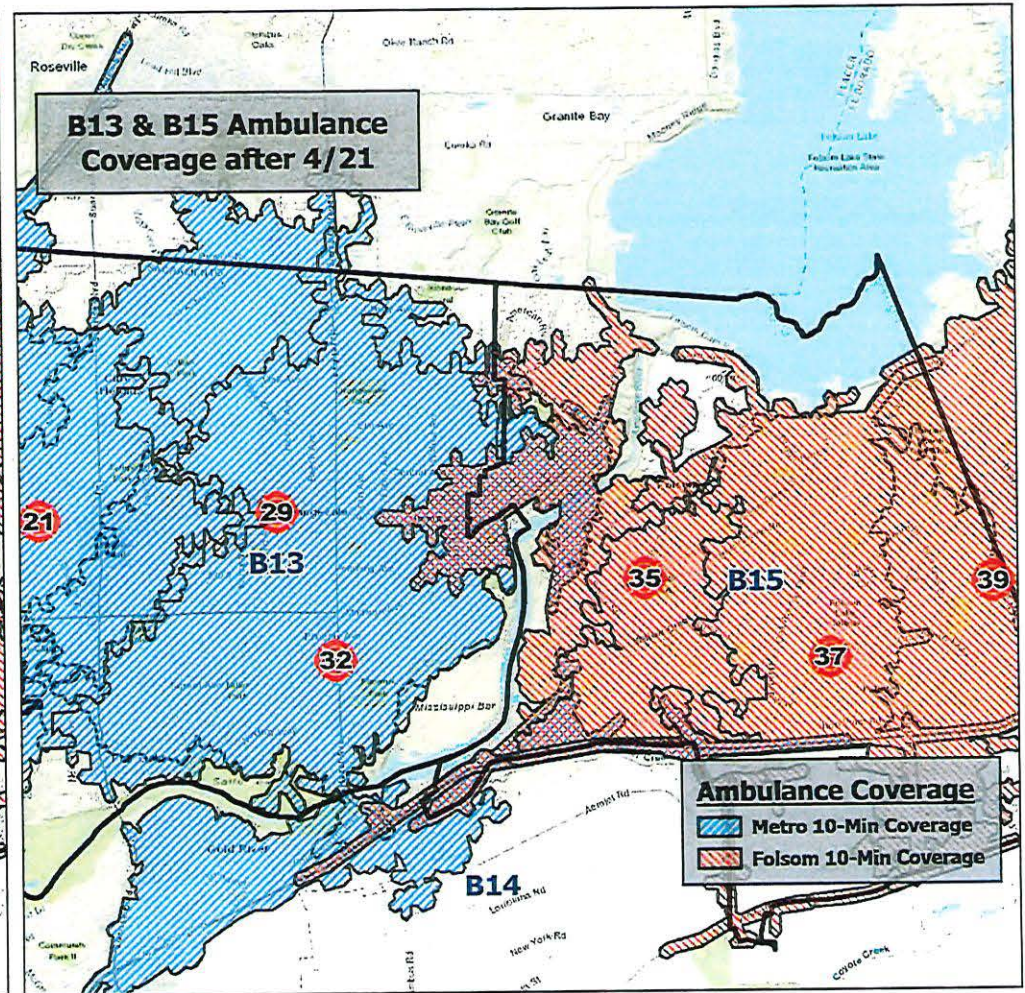
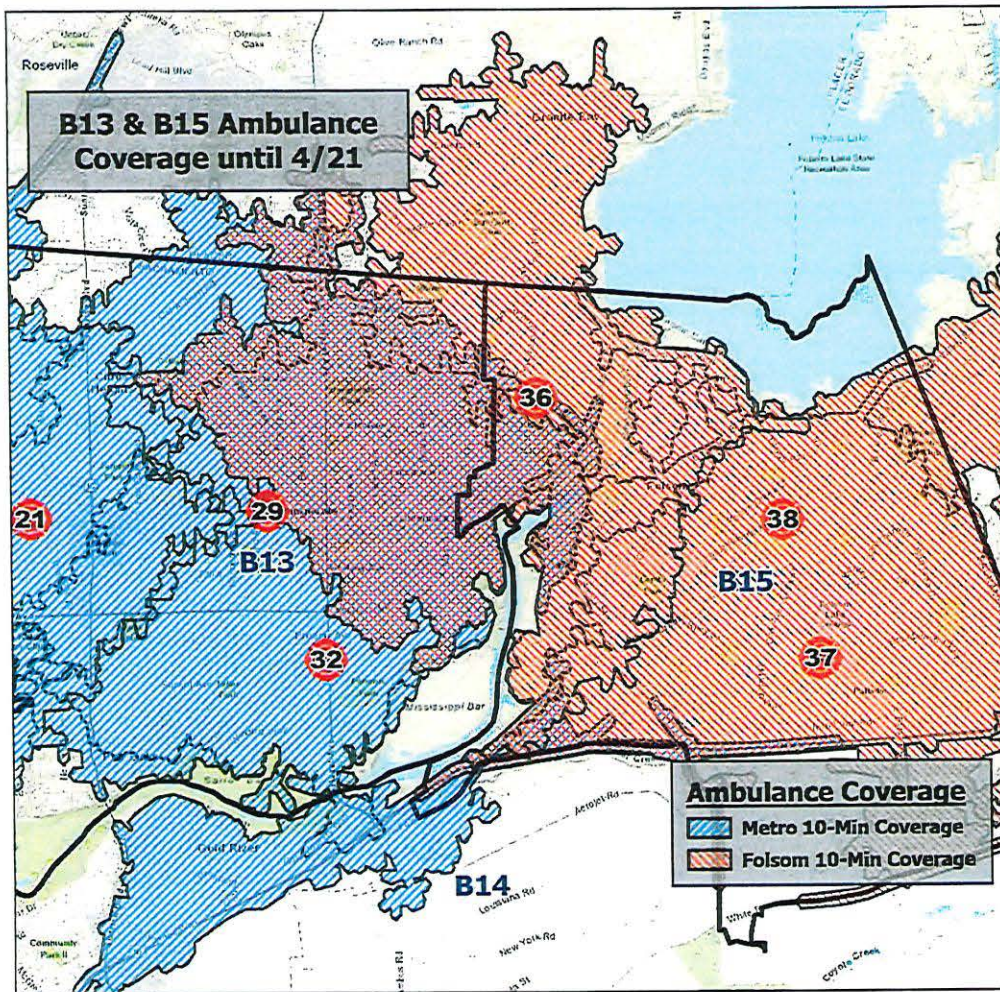
## Folsom Seeks to Optimize its Reduced Resources

- Folsom continues to update its service delivery model due to reduced resources. They've typically run M35, M36, & M37 (M35 transitioned to M38 last October)
- Effective April 21:
  - M36 transitions to **M35**
  - M38 transitions to **M39**
  - **M37** remains in service
- We know ambulances provide battalion-wide coverage. As a single battalion, Folsom will maintain the same net coverage of 3 ambulance, just in a different positioning. What does this look like?



# Ambulance Deployment Case Study

## Visualizing Folsom Ambulance Coverage Changes





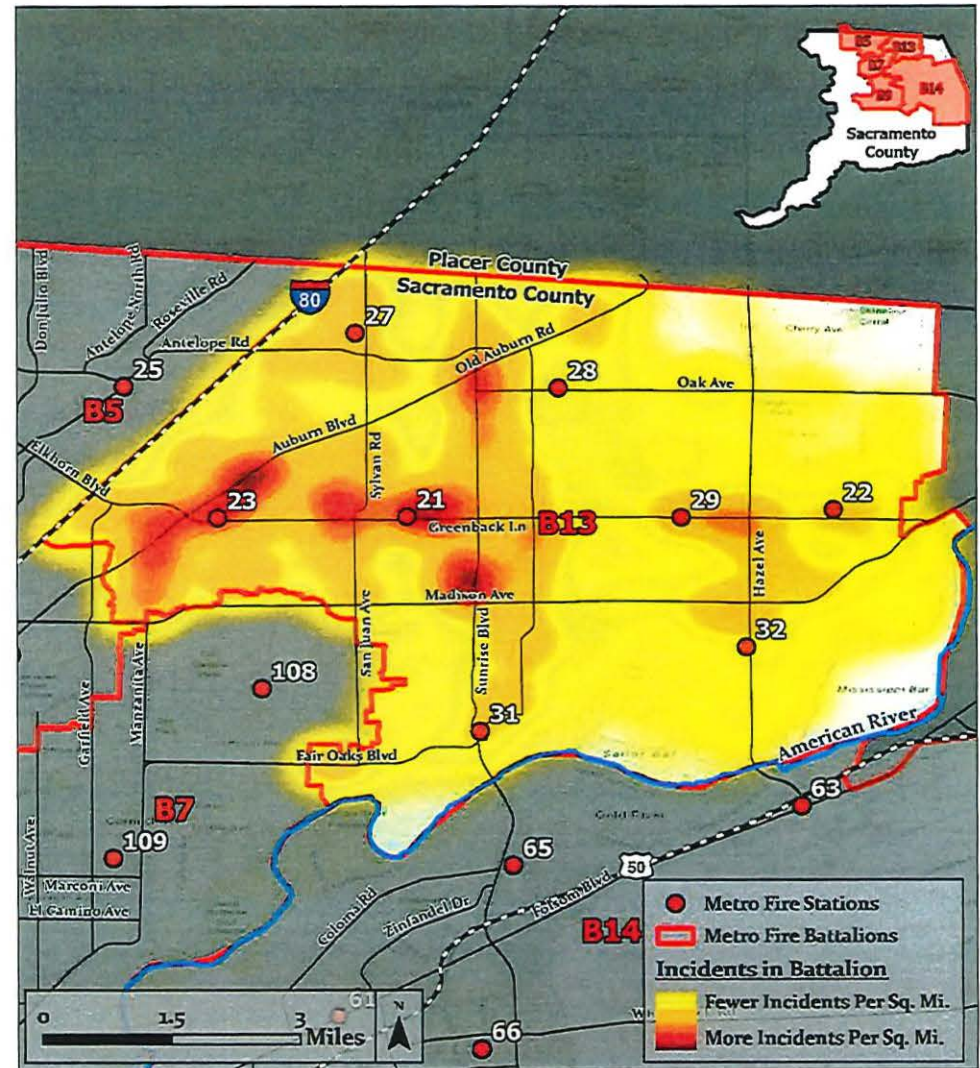
# Ambulance Deployment Case Study

## Quantifying Impacts to Metro Fire & Regional Ambulances

- 4-yr average annual aid provided by Folsom ambulances to Metro:
  - M35 = 254 annual responses = 0.7 responses/day
  - **M36 = 603 annual responses = 1.7 responses/day**
  - M37 = 67 annual responses = 0.2 responses/day
  - M38 & M39 do not have sufficient data to quantify
- With Folsom's new ambulance deployment (**M35, M37, M39**):
  - M35 & M37 will be available to aid Metro as they have historically
  - M36's responses will be absorbed across the region by nearby ambulances, with Metro now seeing **an additional 1.7 ambulance responses per day**
  - How will the absorption of M36's responses impact Metro's workload?

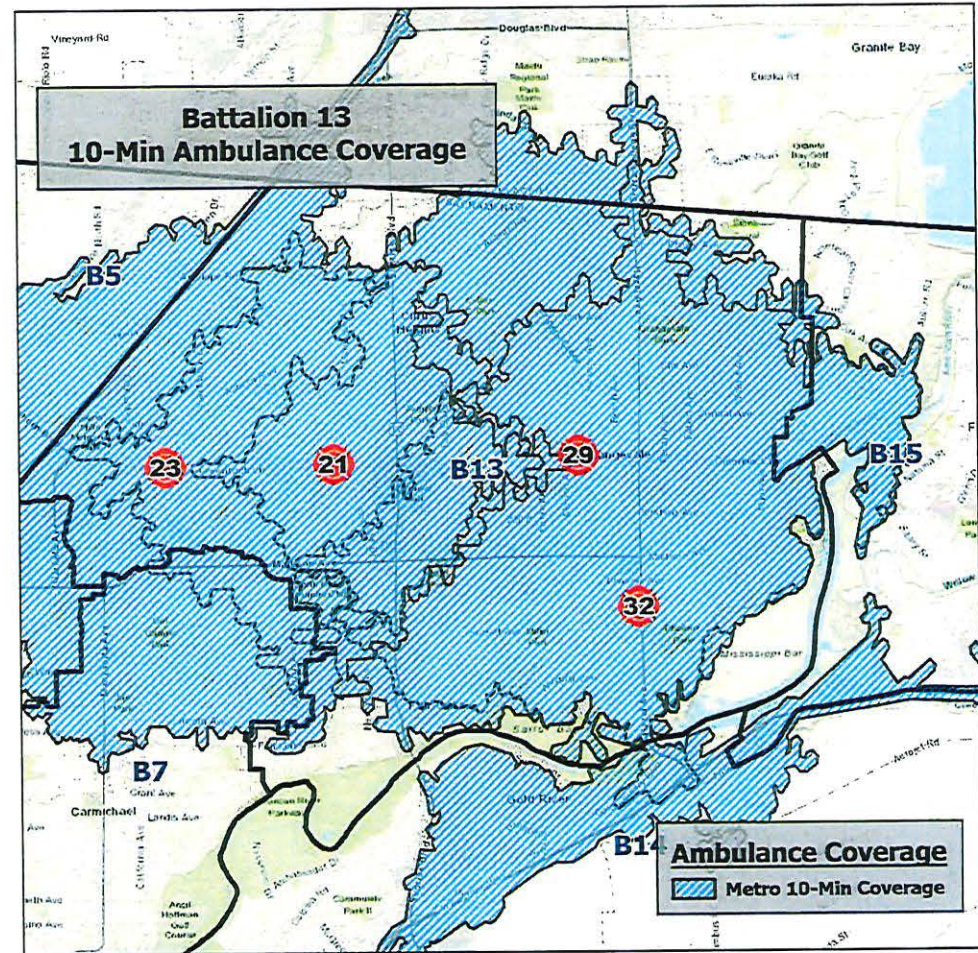
## Battalion 13 Call Volume Trends

- B13 sees majority of its EMS call volume in the western side of the battalion
- 2024 B13 West EMS calls = 8,790 (60%)
- 2024 B13 East EMS calls = 5,785 (40%)
- Metro ambulances will absorb many of M36's 603 annual responses in eastern B13; however, this does not materially change overall call distribution in B13
- **Should Metro relocate ambulances to accommodate Folsom's relocations?**



## Current Battalion 13 Ambulance Locations

- Battalion 13 ambulances: M29, M32, M621, M623, M821, M823
- Current ambulance coverage mirrors call volume patterns:
  - **Concentrated in the western and central parts of B13**
  - M29 & M32 able to reach B13's northern and eastern most regions





# Ambulance Deployment Case Study

## Ambulance Deployment Options

### Option 1:

#### Maintain existing coverage

- MMP units M621 & M623
- FDM Units M29 & M32
- AMR units M821 & M823

Ambulance coverage focuses on concentration of calls

### Option 2:

#### Shift AMR unit to help with eastern B13 workload

- MMP units M621 & M623
- FDM units M29 & M32
- AMR unit M823 remains
- AMR unit M821 moves east to become M829

Ambulance coverage focuses on distribution of calls



# Automatic Aid

## How has the data changed recently?

<b>Folsom Fire Department Auto Aid Q1 2026 (Jan 1 - Mar 31)</b>		
	<b>Aid Provided (Metro to Folsom)</b>	<b>Aid Received (Folsom to Metro)</b>
	<b>Incidents</b>	<b>Incidents</b>
<b>Fire</b>	<b>15</b>	<b>17</b>
<b>Medical</b>	<b>193</b>	<b>183</b>
<b>Rescue</b>	<b>9</b>	<b>6</b>
<b>HazMat</b>	<b>4</b>	<b>3</b>
<b>TOTAL</b>	<b>221</b>	<b>209</b>

- The most recent data period (Q1 2026) suggests that the exchange of automatic aid with Folsom has begun to level out, with medical aids specifically reflecting more of an even split than in previous years



# Conclusion



## Questions?

Jeff Frye | 916.859.4517 | [frye.jeff@metrofire.ca.gov](mailto:frye.jeff@metrofire.ca.gov)  
Jake Whealen | 916.859.4512 | [whealen.jake@metrofire.ca.gov](mailto:whealen.jake@metrofire.ca.gov)

# METRO FIRE SACRAMENTO



**METRO  
FIRE**  
SACRAMENTO

# DIVISION STAFFING

- Director of WHS AC Peck
- Safety BC BC Gonsalves
- Physical Wellness Captain Votava
- Behavioral Wellness Captain Manfredi
- Health & Fitness Coach Gallagher
- Safety Specialist Bobbie Sestito
- Safety Technician Brian Spence
- Admin Specialist Dana Lipps

# DIVISION STRUCTURE

- TWO PROGRAMS
  - SAFETY
  - WELLNESS

# SAFETY PROGRAM

- Exposure Reduction
- Safety Officer
- Vehicle Incident Reporting
- NFPA 1851
- Respiratory
- Injury Illness Prevention
- Protective Equipment
- Infection Control
- Post Incident Analysis

# WELLNESS PROGRAM

- Physical Wellness
  - Occupational Medical Exam
  - Physical Wellness Resources
  - Health & Fitness

# WELLNESS PROGRAM

- Behavioral Wellness
  - EAP
  - Behavioral Wellness Resources
  - Resiliency Team
  - Work Comp Liaison
  - K9

# DIVISION HIGHLIGHTS

- Preliminary Exposure Reduction
- PFAS Free Wear Trial
- Health & Fitness Fair
- Metro Rapid Triage
- MyNP
- Resiliency Team
- PTSD Clinic
- Member Support Team
- Physical Therapy Expansion
- Wildland Respirator
- Lithium-Ion Fire Working Group
- Regional Safety Team
- Enhanced Collaboration w/522

# STRATEGIC GOALS

- 10 Year Cancer Prevention Plan
- Cancer Clinic Partnership
- 5 Day Physical Therapy Model
- Expanded Clinician Support
- Liquid CO2
- North and South PER Vehicles

# QUESTIONS?





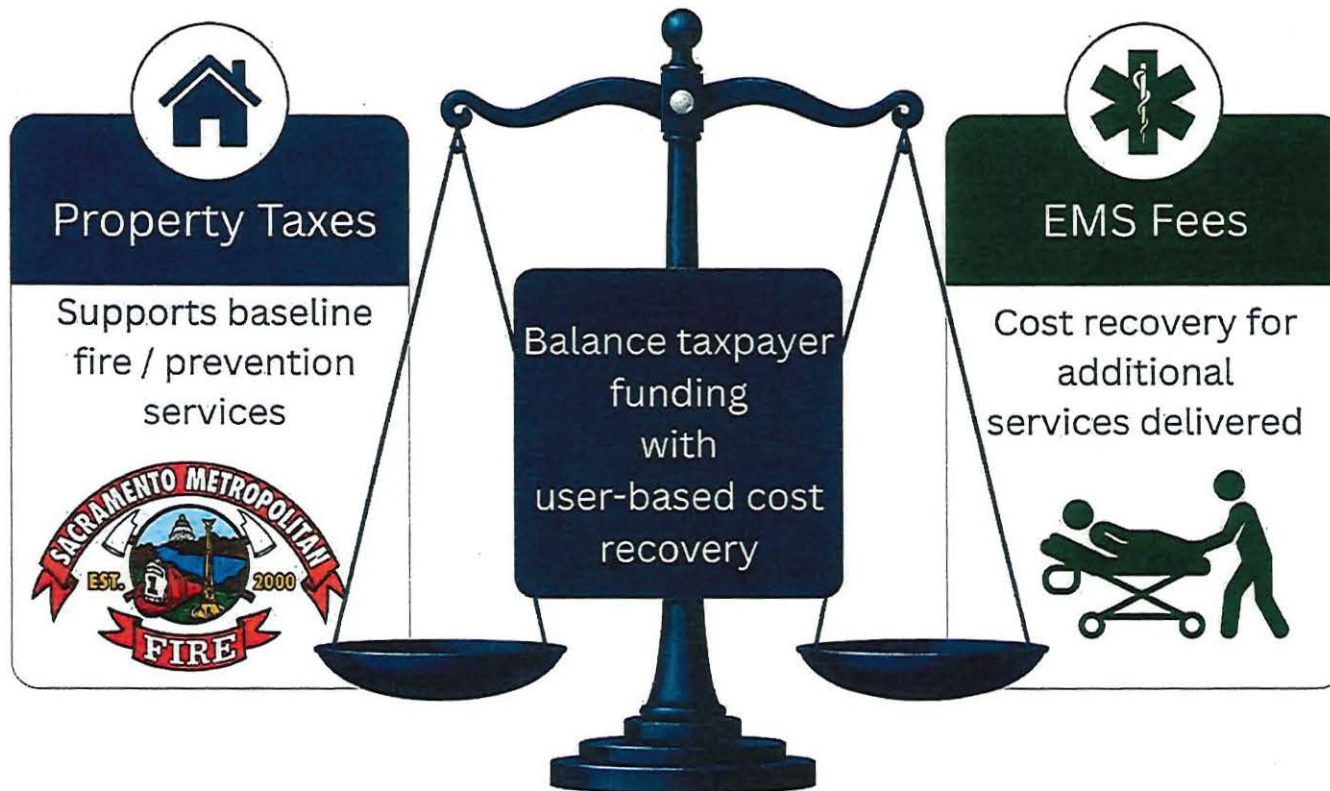
# EMS Fee Ordinance Update

Presented by:

Deputy Chief Adam Mitchell and Assistant Chief Jon Rudnicki

May 14, 2026

# Why EMS Fees Exist





## EMS Cost Recovery Overview

- EMS costs continue to increase (staffing, equipment, readiness)
- Fee recovery currently ~30% of actual costs
- Federal reimbursement limits (Medicare/Medicaid)
- Fees align with industry standards and peer agencies



## History of EMS Fee Ordinance

- Last comprehensive study completed in 2017
- Updates made in 2023 based on comparable agencies
- 2025 EMS Fee Study provides full operational and financial review



## EMS Fee Study Process

- Board direction and strategic intent
- Service delivery and operational modeling
- Financial modeling based on cost of service
- Policy and ordinance development
- Implementation planning



## Board Engagement and Feedback

- Initial study presented September 2025
- Board provided direction on key areas
- Follow-up discussions and clarification (December 2025 presentation)
- Consensus direction incorporated into ordinance and fee schedule



## Workforce Feedback

- Letters and input from field personnel
- Concerns included fairness, transparency, and patient impact
- Staff reviewed and incorporated feedback where feasible
- Communication plan developed to support workforce understanding



## Key Ordinance Updates (High-Level)

- Clear billing triggers tied to documented patient care
- Defined service categories (Transport, Treatment on Scene, MIH, Add-ons)
- Clarified automatic aid billing structure
- Expanded patient protections (low-income and hardship programs)
- Added reference to billing policies and procedures



## Fee Schedule – Key Changes

- Staff recommendation based on EMS Fee Study
- Elimination of night charge (Board direction)
- Addition of MIH service fees
- Separate line items for transport with/without first responder
- Improves transparency and alignment with service delivery



## Ongoing Fee Adjustments

- Annual CPI-based adjustments each July 1  
(been in place for years)
- Maintains alignment with rising EMS costs
- Ensures long-term sustainability



## Policy & Procedure Flexibility

- Ordinance references EMS billing policies and procedures
- Includes low-income assistance and billing dispute processes
- Allows updates without reopening ordinance
- Improves responsiveness to issues post-implementation



## Internal & External Communication Plan

- Internal: workforce education, FAQs, quick reference tools
- External: transparency with public and stakeholders
- Goal: consistent messaging and reduced confusion
- Reinforces that billing does not influence clinical care



## Implementation Steps

- Finalize ordinance and fee schedule
- Adopt resolutions
- Update policies and procedures
- Coordinate with third-party billing provider
- Rollout communication plan



## Summary

- Targeted updates based on the study, Board input, and workforce feedback
- Improves clarity, consistency, and transparency
- Maintains sustainable EMS cost recovery
- Supports both workforce and community



## Staff Recommendation

5/14/26

- Adopt EMS Fee Study

5/28/26

- Adopt the resolution updating the EMS Fee Ordinance
- Adopt the proposed fee schedule
- Adopt the resolution rescinding the previous ordinance



# EMS Fee Ordinance

## *Questions and Comments*



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE  
*Fire Chief*

**DATE:** May 14, 2026  
**TO:** Board of Directors  
**SUBJECT:** Fee Adjustment and Establishment of Ordinance for Medical Aid and Ambulance Transport Services

## TOPIC

Open the Public Hearing on the Establishment of the Ordinance for Medical Aid and Ambulance Transport Services and Fees

## BACKGROUND

The Fire Protection District Law (Health & Safety Code §13800, et seq.) is the source of statutory authority for fire protection districts. Section 13916(a) specifies that a district board of directors may charge a fee to cover the cost of any service which the district provides, but limits the amount of the fee to the costs reasonably borne by the district in providing the service.

The District has established user fees to defray the costs of ambulance, medical aid, and rescue responses and other related services provided. The fees were last reviewed in 2023 and have been adjusted annually by the change in the medical care consumer price index (CPI).

In consideration of cost variances in labor, medical supplies, and apparatus, as well as the expansion of the Mobile Integrated Health (MIH) units since 2023, District staff concluded that an independent review of EMS-related service costs was needed to ensure fees charged align with current costs.

If the Board of Directors (Board) determines that a fee change other than an annual CPI adjustment is needed to pay for service costs, a specific process must be followed to ensure proper notification and public comment time is afforded to District residents. The District must hold two separate public hearings considering the proposed fee changes and inviting public input. The first hearing must be preceded by two public notices, published at least a week apart in a newspaper of general circulation. (Regular notices will also be distributed through Board agendas.) If after the second hearing the Board determines that a fee change is merited, changes will be effective 31 days later.

## DISCUSSION

The District commissioned the *Ambulance and First Responder Fee Study (November 26, 2025)* ("Study") by local agency fiscal consulting firm NBS. The firm examined EMS system costs and income, ultimately concluding that the District is recovering roughly 30 percent of the cost of providing EMS services.

Several factors influence the cost recovery rate, including instances when no bill for service occurs (e.g., a response when no services are needed) and instances when less than full payment is assessed (i.e., depending on whether the recipient is insured and what type of insurance the patient has). Additionally, federal reimbursements for transport of federal program covered patients (i.e., Medicare and Medicaid) are subject to a schedule for eligible services that limits the amount of federal reimbursement to approximately 29.0 percent of actual cost. Since its inception the District has worked closely with its third-party biller to secure full payments and collection rates comparable to the third-party biller's other clients.

EMS-related expenses that exceed EMS income are paid by District property taxes and other general operating revenues.

### **Fee Study**

The NBS Study and review of billing practices had the following objectives:

- Identify the total cost of providing EMS services,
- Ensure that EMS fees do not exceed the cost of providing those services,
- Establish a methodology to evaluate adjustments to EMS fees,
- Facilitate the Board's consideration of revised fee amounts in compliance with cost recovery statutes and policies, and
- Decrease reliance on property taxes and other general operating revenues to fund EMS system expenses.

The results of the Study support the current EMS fee levels and the establishment of two new fees.

### **CPI Adjustment**

The recommended fees for FY 2026/27 incorporate the annual CPI adjustment authorized by Ordinance #2023-01 (Ordinance) adopted by the Board of Directors on June 22, 2023 and commencing on July 1, 2024 and each July 1 thereafter. The amount of change is based on the percentage change in the Consumer Price Index (CPI) Series Title Medical Care in the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the Medical CPI) for the twelve (12) month period ending December 31 of the preceding calendar year. The Ordinance also states that approval by the Board of Directors shall be by resolution, adopted at a regularly scheduled meeting of the Board prior to the enactment of the increase. The effective date of the increase would be July 1, 2026.

Based on the percentage change in the annual Medical CPI for calendar year 2025 compared to calendar year 2026, the percentage fee adjustment change effective July 1, 2026 will be 3.15%.

## Recommended Fees

The current, NBS-calculated, and District-recommended fee rates are shown in the following table.

**Current, Calculated, and FY 2026/27 Recommended EMS Fees**

Fee	Brief Description	Current Rate (FY 25/26)*	NBS Study Calculated Rate	District Recommended Rate (with 7/1/26 CPI Increase)	CPI Increase Portion
First Responder/Transport	Charged when emergency medical services result in (1) the dispatch of a first response unit and (2) the transport of a patient by ambulance to any destination. The fee recovers the costs associated with first response and ambulance transport, including either Basic Life Support (BLS) or Advanced Life Support (ALS) services.	\$ 3,388	\$ 3,287	\$3,495	\$ 105
Treatment On Scene	Formerly known as "Treat/No Transport" or "Assessment on Scene," this fee is charged when fire or EMS personnel respond to a medical incident but do not transport the patient. Fee recovers costs for deployment, personnel, equipment, and any medical supplies used during the assessment.	\$ 516	\$ 2,338	\$532	\$ 16
MIH Service from 911	NEW FEE. Applies to calls where an MIH vehicle is dispatched to provide treatment on scene alongside a first responder.	N/A	\$ 3,285	\$3,388	\$ 102
MIH Follow-up Service	NEW FEE. Applies to in-home or on-site visits conducted after the initial 911 or MIH encounter, where the MIH team provides continued medical evaluation, education, or care coordination.	N/A	\$ 1,129	\$1,165	\$ 35
Mileage**	Surcharge for transport vehicle mileage.	\$ 51	\$ 91	\$53	\$ 2
Oxygen**	Surcharge for use of supplemental oxygen when provided to patient.	\$ 184	\$ 188	\$194	\$ 6
Night Charge**	Surcharge for transport in evening hours after 10pm.	\$ 164	\$ 128	\$0	\$ -
Cardiac Monitor**	Surcharge for use of cardiac monitoring equipment.	\$ 143	\$ 209	\$148	\$ 4

\* District-Recommended Rate reflects annual CPI increase over Study-recommended rates: a 3.2% increase effective July 1, 2026.

\*\* NBS proposed rates for mileage, oxygen, night charge, and cardiac are the average of the fee amounts charged by the comparison agencies surveyed, not actual costs.

The Study recommended changes to the existing First Responder/Transport Fee, Treatment on Scene Fee, and Night Charge Fee, as explained below.

**First Responder/Transport Fee.** The Study calculated a rate of \$3287 per combined transport and first response, a rate 3.1 percent below the District's current \$3308 charge for those services. This does not imply that the District is over collecting this fee (the District collects roughly 30 percent of costs), rather the District would overcharge for services if 100 percent of billed amounts were actually collected. With the annual CPI adjustment the District-recommended fee is \$3495.

**Treatment on Scene Fee.** The Study recommends a 453 percent increase to the treatment on scene fee (from \$516 to \$2338) to recover actual costs, potentially creating a significantly elevated fiscal burden on some patients. While the proposed treatment on scene charge is below the average of the four other local agencies who charge a similar fee (\$726), the District has considered the elevated fiscal burden and

concluded the current fee level is appropriate. With the annual CPI adjustment the District-recommended treatment on scene fee is \$532.

**Night Charge Fee.** The Study results were calculated with a night charge fee and the District supports its removal from the fee schedule.

The Study also recommended the establishment of two new fees: supplemental transport, MIH Service-from 911, and MIH Follow-up Service. The MIH charges would not be assessed until all contract and grant funding has ended (current funding is projected to be sufficient through October 2026) and would result in a modest increase in MIH fee income. The total estimated income increase for the two MIH fees is approximately \$2.2 million, replacing an annual average of approximately \$2.0 million in contract and grant income.

The NBS report, "Ambulance and First Responder Fee Study, (November 26, 2025)" can be found as Attachment A.

### **Fee Study Feedback**

On September 11 and December 11, 2025, the District presented the Study to the Board and solicited feedback to guide a fee proposal. Those comments and the District response are described below.

**Double billing first responder fee.** District staff received feedback that when first responder units from more than one agency respond to a call the patient may receive bills from both agencies. The District looked into this matter with its biller and reviewed procedures.

To further clarify, staff has established a new fee that clearly delineates where the District provides transport and an outside agency provides the first responder. This fee is included in attachment D, and is called Automatic Aid with Transport. The fee is calculated by subtracting the Treatment on Scene fee from the Transport fee.

**Insufficient and complicated pathways to fee forgiveness.** The District has a compassionate billing policy to allow low-income patients unable to pay the assessed fees to have them waived in full or in part. The District is developing changes to this policy that would expand the fee forgiveness to a larger share of low-income patients. Additionally, the District will train suppression staff on the changes and make modifications to the electronic patient care reports (ePCRs) that would make fee forgiveness options easier for suppression staff to offer patients.

**EMS fee assessment for individuals who did not call 911.** District staff were advised of incidences where a third party called 911 on behalf of a person who ultimately received treatment or transport. District staff believe this can be addressed through training and modification of ePCRs. The District maintains that patients should be billed for services legitimately received.

**Discrepancies in insurance company billing rates.** District staff were advised the Kaiser has a higher reimbursement rate for some EMS-related services. District staff researched this question and learned that Kaiser does offer commercial insurance products that reimburse at rates higher than other insurance companies.

Additionally, the District received public comment by mail with specific recommendations on when to assess EMS fees. Those comments and the District's response, including estimated income loss (where calculable), are provided below.

***Eliminate EMS fees for children and seniors.*** The District received a proposal recommending that the District not charge fees for patients under 18 years of age or over 70, or alternatively, withhold first responder/transport fees to patients under 18 and over 65. The stated goal of this change was to "protect vulnerable populations and ensure families never hesitate to call 911." While the District respects the intent to ensure patients and their families don't hesitate to seek medical help when needed, the District lacks the legal authority to exclude some patients from paying the cost of receiving the public service. Additionally, the exclusion of some may lead to a disparate cost burden on those not in the excluded age groups. The estimated annual income reduction from implementing the first responder portion of these proposals would be approximately \$1.5 million.

***Eliminate EMS fees for incidents Involving Law Enforcement.*** Similar to above the District is legally prohibited from excluding some patients from a service assessment and potentially shifting that burden to others. The District does not track calls involving law enforcement and an estimated cost estimate is not available.

***Eliminate EMS fees for vehicle accidents where no treatment was provided or equipment used.*** For the aforementioned reasons the District is legally prohibited from excluding some patients from a service assessment and potentially shifting that burden to other patients. The District does not track the number of calls for vehicle accidents where no treatment was provided or equipment used, and an estimated cost estimate is not available.

***Suspend the first responder EMS fee up to two times per calendar year.*** The public comment suggested either the District waive the first responder fee once per year or waive both the first responder and transport fee twice per year, asserting that the fee waiver will encourage more residents to use EMS services. The District is legally prohibited from excluding some patients from a service assessment and potentially shifting that burden to others. The estimated annual income loss would be approximately \$2.9 million for twice waiving the first responder fee.

***Increase ambulance transport fees and reduce first responder transport fees.*** The District cannot charge fees that are inconsistent with a fee study, which is how fire agencies are required to set fees. Additionally, the District may not charge more than actual costs or spread the costs of one service (first responder) to recipients of another cost (transport). As the Study explains, the District recovers costs not only for the individuals on scene, but the apparatus, stations, support personnel, and other overhead necessary to provide EMS services to the community.

***Assess new EMS fees for care facilities that call for lift assists.*** This proposal can only be achieved with an agreement with the care facility and the District has not secured agreements. The District is unable to identify income loss associated with this proposal without an established agreement.

***Suspend EMS fees on first responder and treatment on scene services until insurance companies make this a covered event.*** The District lacks legal authority to provide EMS services without charge. The estimated annual income loss from eliminating the first responder fee and assessment at scene fee is approximately \$6.1 million.

### **Medical Aid and Ambulance Transport User Fees Ordinance**

The District recommends that the Board adopt an ordinance of the Sacramento Metropolitan Fire District specifying the administration and implementation of user fees for the District. The proposed ordinance establishes the framework necessary to ensure that Board-approved policies and the associated schedule are administered accurately, consistently, and with full public transparency. Adoption of this ordinance will provide clear authority, procedural guidance, and accountability measures to support the effective management of the District's user-fee structure.

#### **FISCAL IMPACT**

The recommended fee adjustments to the MIH Fees are estimated to generate an additional \$200,000 in reimbursements once the new MIH charges are implemented and current funding sources depleted.

The CPI adjustment is anticipated to increase income by \$1.2 million over the prior year.

Not approving the fee adjustments would result in increased use of property taxes and other general operating revenues to fund a portion of EMS system costs and reduce funding available for other services provided by the District.

#### **RECOMMENDATION**

Staff recommends the Board:

1. Open The Public Hearing on the Establishment an Ordinance of the Sacramento Metropolitan Fire District Specifying the Administration and Implementation of User Fees
2. Hear and consider any oral and written testimony and provide any direction to staff as necessary; and
3. Adopt the attached Resolution Accepting the Ambulance and First Responder Fee Study
4. Introduce an Ordinance adding No. 2026-XX, Specifying the Administration and Implementation of User Fees for the Sacramento Metropolitan Fire District; waive full reading and continue the Public Hearing and Ordinance to May 28, 2026 for imposition of the fees and adoption of the Ordinance

Submitted by:

Approved by:

*Adam Mitchell*

Adam Mitchell (May 11, 2026 12:09:02 PDT)

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Adam Mitchell  
Deputy Chief, Support Services

*Adam House*

Adam House (May 11, 2026 12:06:24 PDT)

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Adam House  
Fire Chief

*Dave O'Toole*

Dave O'Toole (May 11, 2026 12:07:04 PDT)

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Dave O'Toole  
Chief Financial Officer

ATTACHMENTS:

Attachment A: NBS "Ambulance and First Responder Fee Study" (November 26, 2025)

Attachment B: Resolution accepting the EMS Fee Study

Attachment C: Ordinance specifying the administration and implementation of user fees and amending medical aid and ambulance transport user fees

Attachment D: Proposed Fee Schedule



# **SACRAMENTO METROPOLITAN FIRE DISTRICT**

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*FINAL REPORT*

**Ambulance and First Responder Fee Study**

**November 26, 2025**

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# 1. EXECUTIVE SUMMARY

NBS performed a study of the District’s fees for emergency medical services (EMS). The District’s primary purpose in conducting this Study is to understand the total costs of providing services, ensure that fees do not exceed the costs of providing services, and provide an opportunity for the District’s Board to evaluate revised fee amounts in compliance with local cost recovery policy.

The District is in the process of revising its EMS service delivery model to improve service quality and efficiency. This Study incorporates the proposed EMS service delivery model as the basis for assumptions that inform various fee calculations.

The body of this report illustrates calculation of the maximum fee amounts that reflect the District’s full costs of providing services. As shown in Table 1, this Study identified approximately \$213.3 million in total annual costs of providing emergency medical services for which a fee can be charged.

**TABLE 1. REPORT SUMMARY**

	Annual Charges Based On Current Fees	Estimated Total Cost of Providing Services	Annual Cost Recovery Surplus / (Deficit)	Current Cost Recovery %
Billed	\$ 210,285,898	\$ 213,263,583	\$ (2,977,685)	99%
Collected	\$ 64,091,953	\$ 65,770,489	\$ (1,678,536)	97%

While the overall results of the analysis indicate the District can potentially recover \$213.3 million per year in costs for these services, analysis of historical billing data shows that the District receives, on average, approximately 30% of the annually billed amount for services. Several factors influence collections of payments such as instances when no bill for service occurs, and instances where bills for services do not result in full payment depending on whether the recipient is insured and what type of insurance they have.

Per Table 1, at current annual billing activity levels, the District could increase cost recovery from \$210.3 million to approximately \$213.3 million per year. As indicated by the “Billed” row of the table, the District currently bills to recover almost 100% of its costs. The “Collected” row of Table 1 considers that revenue received is approximately 30% of annual billings based on the current collections rate, resulting in an increase from \$64.1 million to \$65.8 million. Therefore, the net potential increase in revenue received by adjusting current fees to full cost recovery fee amounts is an estimated \$1.7 million.

Predicting the amount to which adopted fee increases will truly affect District revenues is difficult, given that reimbursement rates for different types of fee payers ultimately drives what percentage of any bill for ambulance services is actually paid. While the conclusions of the fee analysis do not predict significant gains in cost recovery compared to current levels, the body of this report discusses how fees on an individual basis may need to be adjusted to recover the costs of providing services. Additionally, the District proposes adding new fees to better align with an evolving EMS service delivery model going forward.

## 2. PROJECT APPROACH

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In approaching any fee study, NBS assesses the unique conditions of the agency with which we work, applies a core philosophy, and selects methodologies that best fit the requirements of the individual agency. Given the diversity and nuances present in many aspects of District finance and policy, this is a necessary strategy since one-size-fits-all methods are not sustainable once they become owned by the agency served.

There is a legal foundation in place that provides the District with the authority to impose fees for the services it provides. The cost of providing these services and activities can be reasonably calculated and fees can be structured in a manner that allows the District to recover up to 100% of service costs. The calculation of the cost of providing services is an analytical effort that involves adopted and expected cost information and estimates of time (or time tracking information) required to perform a service or activity.

Determining the targeted level of cost recovery from a new or increased fee is not an analytical exercise. It involves agency-specific judgments linked to a variety of factors, such as existing District policies, agency-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others. Further, the Centers for Medicare and Medicaid Services (CMS) sets limits, or “caps,” for how much a provider can be reimbursed for administering ambulance services. CMS does not regulate the amounts that local agencies may charge to private-pay patients or commercial insurance. In California, if a district adopts a fee that does not exceed the estimated reasonable cost of providing the service or activity, it is generally in compliance with applicable state laws governing local agency fees.

### 2.1 Legal Foundation

In California, ambulance transport and treatment fees charged to individuals vary widely, with no uniform local or statewide standard for how such fees should be calculated or administered. Accordingly, the justification for ambulance service fees should be based on a combination of federal guidelines and requirements, along with California state authority for charging fees.

CMS is a federal agency within the United States Department of Health and Human Services (HHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid. CMS develops a national Ambulance Fee Schedule for services eligible for partial reimbursement under Medicare. CMS sets payment limits (“caps”) for what Medicare reimburses providers for ambulance services under the Ambulance Fee Schedule. CMS does not regulate what can be charged to private-pay patients or commercial insurers. For the ambulance transport benefit under Medicare Part B, an annual update is applied to the payment limits for ambulance transports that reflects the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the 12-month period ending in June of the previous year. This study references CMS guidelines to define ambulance service categories and structure fees for Medicare and Medicaid billing purposes.

It is generally accepted in California that cities are granted the authority to impose user and regulatory fees for services and activities they provide through provisions of the State Constitution. More specifically, the type of fees the Sacramento Metropolitan Fire District seeks to establish for ambulance services fall under the California Constitution Article XIII C. Section 1(e), which provides seven stated exceptions to the State’s definition of a “tax.” The District’s ambulance fees represent cost recovery

opportunities entirely within the District’s control. These are revenues which the District Board may, at its sole discretion upon public hearing, implement and/or modify without further public process or approval. The only limitation on the establishment of these fees is that they may not exceed the estimated and reasonable costs incurred to provide the service or perform the function for which the fee is charged.

## 2.2 Project Approach

The fee Study is a quantitative effort which compiles the full cost of providing governmental services and activities and translates those costs into proposed fee amounts best aligned with how services are provided. There were three phases of analysis completed during this Study:

1. Cost-of-Service Analysis
2. Fee Establishment
3. Cost Recovery Evaluation

### COST-OF-SERVICE ANALYSIS

A Cost-of-Service Analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to an activity or service, including the real-time provision of the service. Indirect costs are those that support the provision of services in general but cannot be directly or easily assigned to a singular activity or service. The following are different types of direct and indirect costs that are considered in the Cost-of-Service Analysis:

#### Direct Costs:

- Direct personnel costs – Salary, wages and benefits expenses for personnel specifically involved in the provision of services and activities to the public.
- Direct non-personnel costs – Discrete expenses incurred by the District due to a specific service or activity performed, such as contractor costs, third-party charges, and very specific materials used in the service or activity.

#### Indirect Costs:

- Indirect personnel costs – Personnel expenses supporting the provision of services and activities. This can include line supervision and departmental management, administrative support within a department, and staff involved in technical support activities related to the direct services provided to the public.
- Indirect non-personnel costs – Expenses other than labor involved in the provision of services. In most cases, these costs are allocated across all services provided by a department, rather than directly assigned to individual fee categories.
- Overhead costs – These are expenses, both labor and non-labor, related to District-wide support services. Support services include general administrative services such as Finance, Human Resources, legal support, etc.

All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred by the District in the provision of services. Once the total estimated annual costs of

providing services are known, further analysis is completed to identify service costs that may not be eligible for recovery in the fees subject to study.

To translate the annual costs of providing fee-related services into full cost-recovery individual fee amounts, we applied estimated or tracked time data and estimated or tracked activity data as an indicator of the level of service provided by type of service provided.

## **FEE ESTABLISHMENT**

The Study's process provided the opportunity to propose additions and deletions to the fee schedule, as well as to rename, reorganize, and clarify fees imposed. Many such revisions better conform fees to current practices, as well as improve the calculation of fees owed by an individual, the application of said fees, and the collection of revenues. In general, fee categories and fee names are typically simplified or re-structured to increase the likelihood of full cost recovery, or to enhance the fairness of how the fee applies to various types of fee payers. Once the list of fees for services is revised, the focus is to recalibrate the fee amount to match the costs of services.

## **COST RECOVERY EVALUATION**

The fee model compares the existing fee for each service or activity to the average total cost of service quantified through this analysis. A cost recovery rate of 0% identifies no current recovery of costs from fee revenues (or insufficient information available for evaluation). A rate of 100% means that the fee currently recovers the full cost of service. A rate between 0% and 100% indicates partial recovery of the full cost of service through fees. A rate greater than 100% means that the fee currently exceeds the full cost of service. Fees examined in this Study should not exceed the full cost of service. In other words, the cost recovery rate achieved by a fee should not be greater than 100%.

As covered in section 2.1 Legal Foundation, while CMS sets limits, or "caps," for how much a provider can be reimbursed for administering ambulance services, CMS does not regulate how much can be charged to patients or private insurance companies. As such, targets and recommendations always reflect agency-specific judgments linked to a variety of factors, such as existing District policies, revenue objectives, economic goals, community values, market conditions, level of demand, and others. Because this element of the Study is subjective, the results of this Study provide the cost-of-service calculation based on 100% full cost recovery as well as the framework for the District to adjust in accordance with its goals as pertains to code compliance, cost recovery, economic development, and social values.

## **COMPARATIVE FEE SURVEY**

Often policy makers request a comparison of fees to surrounding or similar communities. As part of the Study, NBS surveyed the following agencies for comparison purposes: Consumnes Community Services District, El Dorado County, Orange County Fire Authority, City of San Francisco, Contra Costa County Fire Protection District, City of Sacramento, City of Oakland, Ventura County, City of San Jose, and the Sacramento County EMS Agency's average of rates.

While a comparison can provide a sense of the pricing for similar services and be useful in gauging the impact of recommendations for fee adjustments, the following should be noted about the general use of comparative survey data:

- Comparative surveys typically do not provide information about the cost recovery policies or procedures inherent in each comparison agency.
- A “market based” decision to price services below the full cost of service calculation, is the same as deciding to subsidize that service.
- Comparative agencies may or may not base their fee amounts on the estimated and reasonable cost of providing services.
- Comparative fee survey efforts are often non-conclusive for many fee categories because agencies typically use varied terminology for the provision of similar services.

The results of the Comparative Fee Survey for the District’s EMS fees are provided as Appendix A to this report. Findings are as follows:

- The District’s current Transport fee is within range, but higher than the average of the agencies surveyed.
- The current Treatment On Scene fee is within range, but lower than the average of the agencies surveyed.
- The current Emergency Ambulance Transport Base Rate is within range, but higher than the average of the agencies surveyed.
- None of the agencies surveyed charge a Mobile Integrated Health (MIH) – from 911 fee.
- None of the agencies surveyed charge a MIH Follow Up Service fee.
- None of the agencies surveyed charge a Supplemental Transport fee.
- The current mileage fee is within the average range of the agencies surveyed.
- The current oxygen fee is within the average range of agencies surveyed.
- The night charge fee is within the average range of the agencies surveyed, however the fee is becoming more outdated over time.
- The cardiac monitor fee is the lowest of the agencies surveyed.

### 2.3 Data Sources

The following data sources were provided by the District and used to support the cost-of-service analysis and fee establishment phases of this Study:

- Adopted final budget for Fiscal Year (FY) 2024-25
- A complete list of the Fire Department’s personnel, salary/wage rates, paid benefits, etc.
- Prevailing fee schedules
- Annual billing data
- Assigned incidents data
- Calls for service data
- District proposed EMS Service Delivery Model
- Discussions with District staff regarding operations, billing practices, and service delivery

The District’s adopted final budget is the most significant source of information affecting cost of service results. NBS did not audit or validate the District’s financial management and budget practices, nor was cost information adjusted to reflect different levels of service or any specific, targeted performance benchmarks. This Study has accepted the District’s budget as a legislatively adopted directive describing the most appropriate and reasonable level of District spending.

### 3. ANALYSIS

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The focus of this Study is on fees charged for emergency medical services provided by the District, summarized as follows:

- **Transport** – This fee is charged when emergency medical services result in both the dispatch of a first response unit (such as a fire engine or truck) and the transport of a patient by ambulance. The first response unit provides initial medical care or scene stabilization upon arrival, while the ambulance transports the patient to a medical facility, delivering care en route as appropriate. The fee recovers the costs associated with personnel, equipment readiness, on-scene medical intervention, and ambulance transport, including either Basic Life Support (BLS) or Advanced Life Support (ALS) services based on patient needs.
- **Treatment On Scene** – This fee is charged when fire or EMS personnel respond to a medical incident but do not transport the patient. It applies whether the response is by a first response unit (such as a fire engine or truck) arriving first to provide initial care or scene stabilization, or when EMS arrives, assesses the patient, and may provide minor treatment on scene. The fee recovers costs for deployment, trained personnel, equipment readiness, and any medical supplies used during the assessment, even when no transport occurs. This fee is also charged when the District provides treatment on scene services and another agency subsequently provides the transport.
- **MIH Service from 911** – This fee applies to calls where an MIH vehicle is dispatched to provide treatment on scene alongside a first responder engine or truck.
- **MIH Follow Up Service** – This fee is for in-home visits, on-site visits, and follow-up phone calls conducted after the initial 911 or MIH encounter, where the MIH team (nurse, paramedic, or social worker) provides continued medical evaluation, education, or care coordination. The MIH team supports chronic condition management, medication adherence, and care plan compliance.
- **Supplemental Transport** This fee is for non-emergent, scheduled, or lower acuity ambulance transports that do not originate from a 911 emergency call. This service is typically used to move patients between facilities, from hospitals to care centers, or for pre-scheduled medical appointments where ambulance level care is still required.
- **Related Add-Ons** – Itemized charges allowed by CMS for a Cardiac Monitor, Oxygen, Medications, and Night services. In addition to those add-ons, mileage charges are assessed in addition to the base transport fee to account for the distance traveled during patient transport. The add-on charge for Night services has been eliminated.

The fees examined in this Study excluded all other fees charged by the District such as fire prevention permit fees, development impact fees, and any special tax assessments, all of which fall under distinct legal, analytical, and procedural requirements different from the EMS fees analyzed in this effort. Additionally, this Study excluded fines and penalties imposed by the District for violations to its requirements or codes.

### 3.1 Cost-of-Service Analysis

A full range of fire and medical emergency response services are provided by the District. The emergency medical services team delivers pre-hospital medical care and transport to individuals experiencing medical emergencies. This includes both Basic and Advanced Life Support (BLS/ALS) services. Additionally, the operations team supports EMS calls for service with on scene support as needed, according to the District’s proposed service delivery model. District personnel respond from forty-one (41) strategically located fire stations to provide quick and effective response to all types of EMS incidents.

#### ANNUAL COST OF EMS SERVICES

The focus of this cost-of-service analysis was to reasonably estimate the total annual costs of providing emergency medical services that can be recovered through fees for services.

Response standard considerations determine the appropriate level of service to be provided to the community by the District. In 2023, Metro Fire’s Board of Directors adopted the following response standards in order to differentiate levels of service to be provided based on population densities and perceived risks.

- Rural – Population density less than 500 people per square mile
- Emerging Suburban – Population density between 500-1,000 people per square mile
- Urban – Population density between 1,000-3,000 people per square mile
- Dense Urban – Population density greater than 3,000 people per square mile
- Metropolitan – Population density greater than 10,000 people per square mile

**TABLE 2. RESPONSE STANDARDS**

Type of Incident	Type of Vehicle Response				
	Rural	Emerging Suburban	Urban	Dense Urban	Metropolitan
First Responder	First Available Engine or Truck (ALS)	First Available Engine or Truck (ALS)	Squad (primary) or first available (secondary)	Squad (primary) or first available (secondary)	Squad (primary) or first available (secondary)
Treatment on Scene	First Responder	First Responder	FR or MIH	FR or MIH	FR or MIH
Transport	Fire Department Medic (FDM)	Fire Department Medic (FDM)	3PP (Third Party Provider), FDM or MMP (Risk Assessment)	MMP (BLS) or 3PP (Third Party Provider) /MMP (ALS)	MMP (BLS) or 3PP/MMP (ALS)
Supplemental Transport	N/A	N/A	3PP or MMP (Metro Medic Program)	3PP (Third Party Provider)	3PP (Third Party Provider)
Follow-up	Mobile Integrated Health (MIH)	Mobile Integrated Health (MIH)	Mobile Integrated Health (MIH)	Mobile Integrated Health (MIH)	Mobile Integrated Health (MIH)

The District’s proposed service delivery model depends largely on the type of vehicle responding and the type of service provided within various geographic regions of the District’s service area. Table 3 presents the results of NBS’ total cost-of-service analysis for the District, segregated by apparatus types that respond to EMS calls versus costs that are not associated with EMS response.

According to the adopted response model, the costs associated with the initial first responder dispatch are not isolated into a stand-alone fee category, but are instead incorporated into the costs for treatment on scene, transport, and Mobile Integrated Health (MIH) fees for services initiated through 911 calls.

**TABLE 3. TOTAL FIRE DISTRICT SERVICE COSTS**

Cost Element	EMS Response Unit						Total
	MIH	Squad	Medic Unit	Engine	Truck	Other Veh./Non EMS Duties	
Labor	\$ 393,924	\$ 3,895,798	\$ 22,134,115	\$ 64,518,881	\$ 10,309,434	\$ 52,997,571	\$ 154,249,723
Recurring Non-Labor	306,157	59,084	9,199,304	986,658	157,658	1,572,814	12,281,674
Vehicle Cost	4,089	23,465	1,182,364	1,193,690	223,380	607,316	3,234,303
District-wide Overhead	794,128	3,039,385	26,934,923	50,319,680	8,040,552	36,540,062	125,668,731
Department Administration	70,216	328,877	2,786,079	5,483,938	877,805	4,298,233	13,845,148
<b>DEPARTMENT TOTAL</b>	<b>\$ 1,568,513</b>	<b>\$ 7,346,608</b>	<b>\$ 62,236,785</b>	<b>\$ 122,502,848</b>	<b>\$ 19,608,829</b>	<b>\$ 96,015,996</b>	<b>\$ 309,279,578</b>

As shown, the total annual cost of providing all District services is approximately \$309.3 million. EMS services costs, which are targeted for recovery in fees for services analyzed in this report and shown segregated by EMS Response Unit, are approximately \$213.3 million, which is 69% of total District costs. Each Cost Element of Table 3 is described further below:

**EMS Direct Labor Costs**

Firefighters and paramedics are divided into three (3) shifts working on a rotational schedule. Using a constant staffing philosophy, each shift consists of over 500 personnel ready to respond and provide emergency medical and non-medical emergency services any time of day.

- Each Medic Unit is staffed with two people, both are paramedic firefighters or EMT/paramedics.
- Typical staffing for an Engine company is three personnel consisting of a company officer (captain), engineer, and firefighter.
- Typical Truck company staffing is four personnel consisting of a company officer (captain), engineer, and two firefighters.
- Each Squad unit is staffed with two people, both are paramedic firefighters or EMT/paramedics.
- Each MIH unit is staffed with one (1) MIH paramedic and an advanced provider (nurse practitioner or physician associate), that operates four (4) days per week (10-hour shifts).

Because the District accounts for salaries and benefit expenses for all emergency response personnel in three budgetary units, Emergency Medical Services, Mobile Integrated Health, and Suppression, a method for allocating direct labor costs between the District’s main service delivery programs is needed. NBS used the District’s staffing roster to allocate personnel to their respective assigned apparatuses and vehicles. Any labor costs that are dedicated fully to emergency medical services were assigned to an EMS Response Unit by vehicle type, while any labor costs clearly not related to emergency medical services were directly assigned to a non-fee recoverable cost column shown as “Other Vehicles / Non-EMS Duties” in Table 3. An analysis of annual calls for service data also further informed labor costs for certain suppression staff that cross staff apparatus responding to emergency medical and non-medical incidents, as only costs associated with EMS are targeted for recovery in the subsequent fee calculations. Table 4 shows the percentage of incidents for the Emergency Medical Services is approximately 70% of all calls for service, while 29% are non-medical.

TABLE 4. CALLS FOR SERVICE

Type of Incident	Assigned Incidents	Percentage of Incidents
Medical	76,083	70.90%
Other	31,232	29.10%
<b>Grand Total</b>	<b>107,315</b>	<b>100.00%</b>

**EMS Operating Costs**

Review of the District’s adopted final expenditure budget for FY 2024/25 identified several on-going operating costs that are attributable, either directly or indirectly, to the provision of EMS services. These are shown in Table 3 as “recurring non-labor” costs and further detailed in Table 5, below. As shown, out of the \$12.3 million in recurring non-labor costs identified in Table 3 across District services, \$10.7 million are reasonably associated with EMS response units. Operating costs include services and supplies needed to support operations.

TABLE 5. EMS OPERATING COSTS

Operating Costs	FY 24/25 Budget
Business/Conference	\$ 28,349
Business Activity Exp	190,586
Educ/Training Services	101,546
Education/Training Supplies	8,638
Memberships	14,544
Medical Equip Svc	249,762
Medical Equip Sup	12,500
Other Equip Serv	1,000
Other Equip Supply	6,760
Safety Clothing And Supplies	7,584
Food Supply	3,700
Medications	20,000
Financial Service	3,700
Other Service	8,227,592
Billing And Collection Services	1,732,600
Other Services	100,000
<b>Total</b>	<b>\$ 10,708,861</b>

**EMS Vehicle Costs**

To ensure that the full cost of EMS service delivery is reflected in the study, annual depreciation expenses for each vehicle type were included as part of the cost model. Depreciation was calculated based on the expected service life and acquisition cost of each apparatus type shown as an EMS Response Unit in Table 3. Inclusion of annualized depreciation on vehicles and apparatus captures the wear-and-tear and eventual replacement cost associated with deploying each type of vehicle and ensures a more accurate representation of total service costs. The study identified \$3.2 million in vehicle and apparatus usage

costs, of which \$607,000 were excluded from EMS response unit costs for support to suppression services.

**TABLE 6. APPARATUS AND VEHICLE USAGE COSTS**

Apparatus / Vehicle Type	Annual Depreciation	EMS Response Unit					Other Veh./Non EMS Duties
		MIH	Squad	Medic Unit	Engine	Truck	
MIH	\$ 4,089	\$ 4,089	\$ -	\$ -	\$ -	\$ -	\$ -
Squad	23,465	-	23,465	-	-	-	-
Medic Unit	1,182,364	-	-	1,182,364	-	-	-
Engine	1,705,272	-	-	-	1,193,690	-	511,582
Truck	319,114	-	-	-	-	223,380	95,734
<b>TOTAL USE COST</b>	<b>\$ 3,234,303</b>	<b>\$ 4,089</b>	<b>\$ 23,465</b>	<b>\$ 1,182,364</b>	<b>\$ 1,193,690</b>	<b>\$ 223,380</b>	<b>\$ 607,316</b>

**EMS Overhead Costs**

Several types of overhead costs are also considered in this analysis. Districtwide Overhead costs include administrative services that support the District as a whole and are not easily assignable to a specific service or cost objective. Typical overhead costs include support services such as Finance, Human Resources, Information Technology, etc. The study identified \$133.5 million in total District overhead costs, with approximately \$89.1 million attributable to EMS services.

TABLE 7. OVERHEAD COSTS

Allocated Indirect/Support Services	Overhead Costs Allocated to EMS
Districtwide Overhead	
Operations - DIS - Dispatch	\$ 3,851,308
Operations - UTL - Fire Stations Utilities	695,588
Operations - OPE - Operations	157,338
Operations - RCA - Recruit Academy	1,555,567
Operations - SAF - Safety	1,857,101
Operations - TRA - Training	1,632,477
Office of the Fire Chief - FCH - Fire Chief	1,855,873
Office of the Fire Chief - DEV - Development Team	706,439
Office of the Fire Chief - BRD - Board of Directors	827,832
Office of the Fire Chief - COR - Community Relations	606,438
Administration - DCO - Deferred Compensation	36,847
Administration - FIN - Finance	3,456,377
Administration - HRE - Human Resources	1,526,287
Administration - NDI - Non-Divisional	51,741,830
Administration - TEC - Technical Services	3,671,281
Administration - WCO - Workers Compensation	3,856,054
APE - Apparatus & Equipment	559,927
CER - CERT	2,266
CIS - Critical Incident/Stress Mgmt	29,864
HFI - Health & Fitness	395,503
Support Services - COM - Communications	832,198
Support Services - FAC - Facilities	1,868,021
Support Services - FLE - Fleet Maintenance	4,147,974
Support Services - LOG - Logistics	3,258,277
<b>TOTAL OVERHEAD COSTS</b>	<b>\$ 89,128,668</b>

**EMS - Total Service Cost Summary**

Based on the analysis completed for each attributable cost component described above, Table 8 summarizes the District’s total estimated annual cost of providing EMS services at \$213.3 million. The total estimated cost of providing services includes all identifiable direct and indirect costs as described above.

**TABLE 8. TOTAL ANNUAL EMS COST SUMMARY**

Cost Element	EMS Response Unit					Total
	MIH	Squad	Medic Unit	Engine	Truck	
Labor	\$ 393,924	\$ 3,895,798	\$ 22,134,115	\$ 64,518,881	\$ 10,309,434	\$ 101,252,152
Recurring Non-Labor	306,157	59,084	9,199,304	986,658	157,658	10,708,860
Vehicle Cost	4,089	23,465	1,182,364	1,193,690	223,380	2,626,987
District-wide Overhead	794,128	3,039,385	26,934,923	50,319,680	8,040,552	89,128,668
Department Administration	70,216	328,877	2,786,079	5,483,938	877,805	9,546,915
<b>DEPARTMENT TOTAL</b>	<b>\$ 1,568,513</b>	<b>\$ 7,346,608</b>	<b>\$ 62,236,785</b>	<b>\$ 122,502,848</b>	<b>\$ 19,608,829</b>	<b>\$ 213,263,583</b>

**INDIVIDUAL FEE FOR SERVICE COSTS**

To translate the \$213.3 million in total annual EMS costs established in Table 8 into individual fees for services, costs were allocated further through a series of steps described below.

Based on an analysis of one year of calls for service data provided by the District’s dispatch system, Table 9 shows the average time on scene per EMS Response Unit for calls resulting various types of services.

**TABLE 9. AVERAGE SERVICE TIME PER CALL**

Type of Service	Average Service Time (hrs) per EMS Response Unit					Average # of Units Providing Service	Average Service Time per Call - Primary Unit	Average Service Time per Call - Support Unit
	MIH	Squad	Medic Unit	Engine	Truck			
Transport		0.62	2.85	1.08	1.44	2.00	2.85	1.05
Treatment on Scene		0.62	0.46	1.08	1.44	2.00	0.46	1.05
MIH Service - from 911	1.24	0.62		1.08	1.44	2.00	1.24	1.05
MIH Follow-Up Service	1.24					1.00	1.24	n/a
Supplemental Transport			1.11			1.00	1.11	n/a
Cancelled In Route	0.25	0.25	0.25	0.37	0.49	n/a	0.32	n/a

“Average Service Time (hrs.) per EMS Response Unit” represents the average type on scene, factoring in both the duration of the call, the type of responding unit/vehicle, and the number of personnel assigned to each responding unit. The “Average Number of Units Providing Service” indicates where under the proposed EMS service delivery model, while one type of EMS Response Unit is designated as the Primary Unit, additional support time from the first responder unit is required while the Primary Unit is on scene. If a cell in the table is blank, it indicates that the EMS Response Unit does not respond to that service.

Table 10 shows the percentage distribution of EMS responses by type of service for each unit type: MIH, Squad, Medic Unit, Engine, and Truck. This distribution represents the total average annual response time for each unit type, calculated by factoring in the estimated number of times per year each unit is dispatched to perform the role indicated by the type of service category. The percentages within each column show how the total annual workload, measured in time, is allocated among service categories for that unit type, with each column totaling 100 percent. The EMS Response Unit Distribution % illustrates

how different units are utilized based on the nature of the call and the service provided. For example, Engines and Trucks are frequently deployed for first responder efforts, while Medic Units handle transport services.

**TABLE 10. EMS RESPONSE UNIT DISTRIBUTION PERCENTAGE**

Type of Service	EMS Response Unit Distribution %				
	MIH	Squad	Medic Unit	Engine	Truck
Transport	0.00%	66.02%	83.07%	66.02%	66.02%
Treatment on Scene	0.00%	32.92%	6.66%	32.92%	32.92%
MIH Service - from 911	24.55%	0.49%	0.00%	0.49%	0.49%
MIH Follow-Up Service	51.12%	0.00%	0.00%	0.00%	0.00%
Supplemental Transport	0.00%	0.00%	10.01%	0.00%	0.00%
Cancelled In Route	24.32%	0.58%	0.27%	0.58%	0.58%
	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

In Table 11, the EMS Response Unit Distribution % from Table 10 is utilized to distribute the annual costs of EMS services.

**TABLE 11. TOTAL COST PER TYPE OF SERVICE**

Type of Service	Total Cost Distribution per EMS Response Unit					Total Service Cost	Max Cost Per Service
	MIH	Squad	Medic Unit	Engine	Truck		
Transport	\$ -	\$ 4,849,906	\$ 51,700,752	\$ 80,870,969	\$ 12,944,883	\$ 150,366,511	\$ 3,287
Treatment on Scene	\$ -	\$ 2,418,193	\$ 4,143,589	\$ 40,322,757	\$ 6,454,397	\$ 53,338,936	\$ 2,338
MIH Service - from 911	\$ 385,137	\$ 36,174	\$ -	\$ 603,190	\$ 96,552	\$ 1,121,052	\$ 3,285
MIH Follow-Up Service	\$ 801,842	\$ -	\$ -	\$ -	\$ -	\$ 801,842	\$ 1,129
Supplemental Transport	\$ -	\$ -	\$ 6,226,866	\$ -	\$ -	\$ 6,226,866	\$ 439
Cancelled In Route	\$ 381,535	\$ 42,335	\$ 165,577	\$ 705,931	\$ 112,997	\$ 1,408,375	n/a
<b>Grand Total</b>	<b>\$ 1,568,513</b>	<b>\$ 7,346,608</b>	<b>\$ 62,236,785</b>	<b>\$ 122,502,848</b>	<b>\$ 19,608,829</b>	<b>\$ 213,263,583</b>	

The Total Cost per EMS Response Unit section translates average response effort into estimated dollars by allocating costs to each Type of Service based on the analysis performed in previous tables. The more a specific EMS Response Unit responds to each Type of Service, the greater the share of that Unit’s total cost is assigned.

The Max Cost per Service column shows the maximum cost recorded for a single instance of each Type of Service. This figure reflects the most resource-intensive version of that service, usually when multiple high-cost vehicles are involved or when the service duration is particularly long. For example, the highest per-service cost was for Transport at \$3,287, followed closely by MIH Service – from 911 at \$3,285.

Transport and MIH Services from 911 carry a higher maximum cost because each service type requires

greater resource commitment compared to other response types. Treatment on Scene has a lower maximum cost of \$2,338 because incidents resolved without transport do not incur ambulance transport or offload time, resulting in lower overall service costs. MIH Follow-Up and Supplemental Transport have lower maximum costs, reflecting limited vehicle use.

### Fee Establishment

As discussed in Section 2.2 of this report, the Study's process provided the opportunity to propose additions and deletions to the fee schedule, as well as to rename, reorganize, and clarify fees imposed.

Fee schedules for emergency response services provided by local governments typically contain the following types of fees for services:

- Transport, which are sometimes delineated between ALS versus BLS transport services. Fees for transport services also sometimes indicate different fee amounts for residents versus non-residents.
- Treatment On Scene
- MIH Service – from 911
- MIH Follow-Up Service
- Supplemental Transport
- Add-on Charges, for services provided during transport that vary per incident, such as mileage, oxygen, medications, supplies, EKG, etc.

The District's fee structure and fee amounts are shown in Table 12 on the following page. The District's fees are structured within the same standards seen in other agencies, with the exception of MIH services fees and Supplemental Transport fees. These services have just recently become more popular and necessary amongst fire departments and were added during the course of this Study as new fees for the Board's consideration.

MIH Services and Follow Up fees represent innovative additions to the traditional EMS cost structure. These services reflect the evolving role of fire departments in delivering not just emergency response, but also proactive and preventative care within the community.

As fire departments across the country expand their service models to include community paramedicine and integrated health initiatives, many agencies are beginning to explore the implementation of fees for these services to ensure sustainability and cost recovery. Including these new fees reflects both the modernization of EMS delivery and the growing emphasis on long-term patient outcomes rather than solely emergency interventions.

## 3.2 Cost Recovery Evaluation

Table 12 shows the Total Cost of Service Per Activity calculated by the Study (100% full cost recovery fee amounts) as compared to the current fees charged by the District. The Total Cost of Service per Activity is compared to the District Current Fee amount and shows what percentage of total cost each current fee is recovering.

Based on recent billing records, annual estimates of revenues for each fee category are also provided. However, it should be noted that results in Table 12 not only reflect calculations based on averages of response times, billing frequency, and call volumes, but also attempt to "cross-walk" the District's prior

method of billing for first responder services separate from Transport and Treatment on Scene services, to a combined method of billing per call/incident. Therefore, the annual estimated revenue projections for current fees and for full cost recovery fees will vary slightly from the results shown in Table 1. This variance is a mathematical outcome of averaging and aligning changing practices and available datasets. The annual revenue projections in Table 12 are less than a five percent variance from Table 1, which in NBS' experience is within the industry standard threshold for reasonableness when analyzing fee programs.

**TABLE 12. CURRENT FEE EVALUATION AND PERFORMANCE**

Fee No.	Fee Description	Fee Type / Unit of Charge	Total Cost of Service Per Activity	District Current Fee	Current Cost Recovery %	Estimated Volume of Billed Activity Based On Calls Data	Annual Estimated Billed Revenue at Current Fee	Annual Estimated Revenues at Full Cost Recovery with Updated EMS Response Model	Recommended Fee Level	Recommended Cost Recovery %
1	Transport	per service	\$ 3,287	\$ 3,295	100%	40,892	\$ 178,262,795	\$ 134,405,537	\$ 3,287	100%
2	Treatment on Scene	per service	\$ 2,338	\$ 502	21%	20,389	\$ 9,981,768	\$ 47,677,161	\$ 2,338	100%
3	MIH Service - from 911	per service	\$ 3,285	new	%	305	\$ -	\$ 1,002,056	\$ 3,285	100%
4	MIH Follow-Up Service	per service	\$ 1,129	new	%	635	\$ -	\$ 716,729	\$ 1,129	100%
5	Supplemental Transport	per service	\$ 439	new	%	12,692	\$ -	\$ 5,565,902	\$ 439	100%
6	Mileage	per mile		\$ 50		367,690	\$ 18,384,500	\$ 18,384,500	\$ 51	
7	Oxygen	per patient		\$ 179		8,119	\$ 1,453,301	\$ 1,453,301	\$ 188	
	Night Charge [1]	per patient		\$ 159		20,490	\$ 3,257,910	\$ -	n/a	
8	Cardiac Monitor	per patient		\$ 139		38,277	\$ 5,320,503	\$ 5,320,503	\$ 209	
<b>TOTAL</b>							<b>216,660,777</b>	<b>214,525,689</b>		

Notes  
 [1] Night Charge removed from list of fees to be charged.

As shown, the District's current transport fees recover between 21% and 102% of the total cost of providing each service. Add-on charges were not evaluated by NBS, and at the District's request, are set at the average of fee amounts charged by the comparison agencies surveyed.

In terms of the District deciding whether to adopt fees at the Total Cost of Service per Activity, understanding the District's payer mix is an important consideration when setting final fee amounts because most bills for ambulance services do not result in full payment. For example, as discussed throughout this report, CMS sets limits, or "caps," for how much a provider can be reimbursed for ambulance services. CMS, however, does not regulate how much can be charged to private paying patients or commercial insurance companies. Individuals may have issues with their ability to pay the full fee amount, and commercial insurance companies may have their own limits and reimbursement policies. Actual reimbursements are based upon billing the patient for the medical service provided and dependent on whether the recipient of a bill has private or public insurance, or no insurance. There are four basic categories of reimbursements.

- Medicare – Primary health care coverage for people over the age of 65
- Medi-Cal – Component of the federal Medicaid program that is provided for qualified individuals and families
- Commercial Insurance – Benefits purchased independently, or provided by employers to employees
- Private Pay – For those without any form of medical insurance

The data in the following tables shows the District’s current payer mix based on financial class data and revenues reported by the District’s third-party biller, Wittman Enterprises LLC. This information may be useful in understanding the impact on actual reimbursements received after full cost recovery fees are adopted.

**TABLE 13. PAYER MIX – NUMBER OF TRIPS**

Category	Number of Trips	Percentage of Trips
Medicare	28,345	38.31%
Medicaid	24,078	32.54%
Commercial Insurance	10,924	14.76%
Private Pay	10,649	14.39%
<b>Totals</b>	<b>73,996</b>	<b>100.00%</b>

In Table 13, out of a total of 73,996 trips for FY 2023-24, Medicare is the largest category, representing 28,345 trips and 38.31% of the trips mix. Medi-Cal is the second largest, representing 24,078 trips and 32.54% of the trips mix. Commercial Insurance is the third largest category, representing 10,924 trips and 14.76% of the trips mix. Private Pay is the fourth largest category, representing 10,649 trips and 14.39% of the trips mix.

In Table 14, the District’s total revenues received by reimbursement category (payer mix) are displayed for FY 2023-24. As shown, Commercial Insurance payers have the highest reimbursement rate, followed by Medi-Cal, Medicare, and Private Pay. Revenues reflected below are from the FY 2023-24 billing data.

**TABLE 14. PAYER MIX - TOTAL REVENUE**

Category	Number of Transports	Collection Rate	Revenue	Percentage of Revenue
Medicare	28,345	\$ 668	\$ 18,944,632	29.56%
Medi-Cal	24,078	\$ 726	\$ 17,490,552	27.29%
Commercial Insurance	10,924	\$ 2,423	\$ 26,473,118	41.30%
Private Pay	10,649	\$ 111	\$ 1,183,651	1.85%
<b>Totals</b>	<b>73,996</b>		<b>\$ 64,091,953</b>	

It is important to note that increasing ambulance transport fees and add-on charges does not necessarily translate to a total increase in revenues at the reimbursement/payor level. For example, due to the fee limits set by CMS, one should not expect the Collection Rate per trip to increase significantly from what is shown above. Further, Private Pay is likely to have the smallest revenue collection. Out of all four payer categories, Commercial Insurance is the most likely to pay the highest reimbursement rate and the most likely to exhibit flexibility in its Collection Rate as compared to the other categories.

**TABLE 15. PAYER MIX – REVENUE PROJECTIONS**

<b>Category</b>	<b>100% Full Cost Recovery Fee Levels</b>	<b>30.48% actual gross collection rate</b>
Medicare	\$ 101,621,175	\$ 31,339,970
Medicaid	62,820,057	19,373,706
Commercial Insurance	32,322,583	9,968,285
Private Pay	15,688,081	4,838,204
<b>Totals</b>	<b>\$ 212,451,896</b>	<b>\$ 65,520,165</b>

Revenue projections are reflected in Table 15. These projections are based on the assumption that the gross percentage payment collected remains at approximately 30%.

## 4. CONCLUSION

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Based on the Cost-of-Service Analysis, Fee Establishment, and Cost Recovery Evaluation outcomes presented in this Study, the proposed schedule of fees for the District Board's consideration has been included in the District's accompanying Staff Report.

As discussed throughout this report, the proposed fee schedule intends to improve the District's recovery of costs incurred to provide individual services. The amount to which any adopted fee increases will affect District revenues is difficult to quantify. For the near-term, the District should not count on increased revenues to meet any specific expenditure plan. Experience with the revised fee amounts should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the District, proposed fee amendments should enhance the District's cost recovery performance, over time, providing the ability to stretch other resources further for the benefit of the public at large.

### RECOMMENDED FEES - POLICY APPROACH

The District must set fees either at or below the 100% full cost of service fee amounts calculated through this Study.

In addition to establishing updated fees for Transport, Treatment on Scene, MIH services, Supplemental Transport and add-on charges, the District wishes to continue to apply a CPI index inflator annually to keep up with rising costs.

- Fees adjusted annually, beginning July 1, 2026, and each July 1st thereafter, by the percentage change in the Consumer Price Index (CPI) Series Title Medical Care in the U.S. District Average, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve (12) month period ending December 31 of the preceding calendar year.
- The CPI index inflator would need to be approved by the District Board, adopted at a regularly scheduled District Board meeting to enact the increase.

*Disclaimer: In preparing this report and the opinions and recommendations included herein, we relied on several principal assumptions and considerations regarding financial matters, conditions and events that may occur in the future. This information and assumptions, including the District's budgets, time estimate data, and workload information from District staff, were provided by sources we believe to be reliable; however, we did not independently verify such information and assumptions. While we believe our use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.*

## APPENDIX A

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### *Comparison Survey*

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Sac Metro Fire					Comparison Agencies									
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Full Cost	Consumnes Community Services District [1]	El Dorado County [2]	Orange County Fire Authority [1]	City of San Francisco [1]	Contra Costa County Fire Protection District [2]	City of Sacramento	City of Oakland [1]	Ventura County [2]	City of San Jose [2]	Sacramento County EMS Agency - Average of Approved Rates [2]
1	Transport	per patient	\$ 3,295	\$ 3,287	\$ 2,158	\$ 2,628	\$ 1,832	\$ 2,552	\$ 3,536	\$ 2,390	no comparison	\$ 2,838	\$ 2,127	\$ 3,493
2	Treatment On Scene	per patient	\$ 502	\$ 2,338	no comparison	\$ 728	no comparison	\$ 567	\$ 1,157	no comparison	\$ 450	no comparison	no comparison	no comparison
3	MIH Service - from 911	per patient	new	\$ 3,285	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison
4	MIH Follow Up Service	per patient	new	\$ 1,129	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison
5	Supplemental Transport	per mile	new	\$ 439	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison	no comparison
6	Mileage	per mile	\$ 50	\$ 38	\$ 64	\$ 19	\$ 49	\$ 73	\$ 38	no comparison	\$ 76	no comparison	\$ 55	
7	Oxygen	per patient	\$ 179	\$ 143	\$ 199	Included in base rate	no comparison	\$ 254	\$ 158	no comparison	\$ 190	no comparison	\$ 185	
8	Cardiac Monitor	per patient	\$ 139	no comparison	no comparison	no comparison	no comparison	no comparison	\$ 183	no comparison	no comparison	no comparison	\$ 235	

Notes

- [1] Includes First Responder Fee
- [2] Does not Include First Responder Fee



# Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite #200, Mather, CA 95655 · (916) 859-4300 · Fax (916) 859-3700

ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2026-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ACCEPTING THE AMBULANCE AND FIRST RESPONDER FEE STUDY

**WHEREAS**, the Sacramento Metropolitan Fire District (District) provides fire protection, emergency medical services and hazardous material response to a population of over 720,000 throughout a 359 square-mile area; and

**WHEREAS**, the District charges Emergency Medical Services (EMS) fees to recover the costs of providing treatment and transport services to patients; and

**WHEREAS**, the Medical Aid and Ambulance Transport User Fee Schedule (Fee Schedule) must be updated from time to time; and

**WHEREAS**, a fee study is required when the Fee Schedule is amended; and

**WHEREAS**, the District engaged local agency fiscal consulting firm NBS to examine all EMS fees to determine actual costs and collections, who issued a report entitled "Ambulance and First Responder Fee Study (November 26, 2025)."

**NOW, THEREFORE, BE IT RESOLVED**, that the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

1. Accept the Ambulance and First Responder Fee Study and find it sufficiently authoritative to establish the Medical Aid and Ambulance Transport User Fee Schedule; and

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of MAY 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

SACRAMENTO METROPOLITAN FIRE DISTRICT

\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



# Sacramento Metropolitan Fire District

10545 Armstrong Ave. Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

ADAM A. HOUSE  
Fire Chief

## PROPOSED ORDINANCE NO. 2026-01

Adopted by the Board of Directors of the

### SACRAMENTO METROPOLITAN FIRE DISTRICT

#### AN ORDINANCE OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT SPECIFYING THE ADMINISTRATION AND IMPLEMENTATION OF USER FEES FOR THE SACRAMENTO METROPOLITAN FIRE DISTRICT

The Board of Directors of the Sacramento Metropolitan Fire District ordains as follows:

#### SECTION 1. Purpose

- 1) The Sacramento Metropolitan Fire District is a political subdivision of the State of California (State) and is duly organized and existing pursuant to the State constitution and laws. The Sacramento Metropolitan Fire District is organized under the Fire Protection District Law (California Health and Safety Code 13800) to provide fire protection, emergency medical services, and related services within its jurisdiction.
- 2) The mission of the Sacramento Metropolitan Fire District is to provide professional and compassionate protection, education and service to our community. The Sacramento Metropolitan Fire District's service area includes designated portions of Sacramento County and Placer County, encompassing approximately 359 square miles and serving a population of over 729,000 residents.
- 3) The Sacramento Metropolitan Fire District is charged with the solemn duty of delivering prompt, skilled, and compassionate emergency medical services (EMS) to individuals experiencing emergencies within its jurisdiction. In the delivery of EMS, the Sacramento Metropolitan Fire District shall ensure the highest standards of pre-hospital assessment, stabilization, and treatment, utilizing advanced protocols and equipment operated by professionally trained personnel, pursuant to standards of the Local and State Emergency Medical Services Agencies. Furthermore, the Sacramento Metropolitan Fire District is responsible for the safe and efficient transport of patients to appropriate medical facilities, safeguarding the health and welfare of all residents and visitors while upholding the principles of integrity, accountability, and excellence in public service.
- 4) The purpose of this Ordinance is to establish how costs for EMS delivery are regulated and recovered, and to ensure consistent billing for emergency medical care.

**SECTION 2: Definitions**

For the purposes of this Ordinance, the following definitions shall apply:

- 1) "Ambulance" means a specially equipped vehicle designed to transport sick or injured people to medical facilities, often providing emergency care during transit.
- 2) "Ambulance and First Responder Fee Study" means the November 26, 2025, Final Report, conducted to understand the total costs of providing EMS services, ensure that fees do not exceed the costs of providing those services, and provide an opportunity for the District's Board to evaluate a revised policy and fee amounts.
- 3) "Ambulance Transport" means the conveyance of a patient by Ambulance from the scene of a medical emergency to a medical facility.
- 4) "Balance Billing" means billing a patient for the difference between billed charges and amounts paid by insurance when prohibited by law.
- 5) "Board of Directors" or "Board" means the Board of Directors of the Sacramento Metropolitan Fire District.
- 6) "District" means the Sacramento Metropolitan Fire District.
- 7) "Emergency Medical Services" or "EMS" means pre-hospital medical assessment, stabilization, treatment, transport, and related support services provided by District personnel or contracted providers.
- 8) "Fee Schedule" means the schedule of fees adopted by resolution of the Board of Directors.
- 9) "First Responder" or "First Responder Unit" means a dispatched engine, truck, or squad unit that provides initial medical care or scene stabilization upon arrival.
- 10) "Medical Aid" generally refers to EMS provided by District personnel or its contracted providers.
- 11) "Mobile Integrated Health" or "MIH" is a program of the District that is integrated in EMS delivery and designed to prevent unnecessary emergency room transports and reduce patient readmissions by providing specialized Medical Aid.
- 12) "Patient Care Report" or "PCR" means the documentation system used by EMS to record, manage, and share patient data during emergency encounters which streamlines care via instant data access, improving accuracy, billing and patient handover.
- 13) "PCR Release Form" means the HIPAA-compliant authorization form which allows the District to share specific patient treatment data with insurance companies, payers, legal entites, and billing agencies to process payments.
- 14) "Related Add-Ons" means itemized fees for related services or equipment including vehicle mileage, cardiac monitoring, oxygen, and medications.
- 15) "User" means any individual or responsible party receiving or benefiting from EMS.

**SECTION 3: Adoption and Compliance**

The District adopts this Ordinance pursuant to the authority granted to the District under applicable state and local laws.

- 1) All Users and entities within the jurisdiction of the District shall be subject to the provisions of this Ordinance.
- 2) The District may adopt administrative policies and may utilize contracted billing providers.

**SECTION 4: Establishment of Medial Aid and Ambulance Transport User Fees**

This Ordinance hereby establishes User fees for Medical Aid and Ambulance Transport services.

- 1) User fees shall be set forth in a Fee Schedule adopted by resolution of the District Board of Directors and may be amended from time to time.
- 2) User fees shall not exceed the reasonable cost of providing service, as calculated in the Ambulance and First Responder Fee Study.

**SECTION 5: Administration of Fees**

- 1) The Director of EMS shall oversee administration of User fees. Fees shall be applied when documented patient care occurs as described herein.
  - a. Transport: Transport fees shall apply when EMS result in both the dispatch of a First Responder Unit and the Ambulance Transport of a patient by District personnel or its contracted providers, including either Basic Life Support (BLS) or Advanced Life Support (ALS) services.
  - b. Automatic Aid with Transport: Automatic Aid with Transport shall apply when District personnel or its contractor(s) provide Ambulance Transport, but the First Responder Unit is provided by another agency, regardless of jurisdiction.
  - c. Treatment On Scene: Treatment on scene fees shall apply when a PCR is created and the PCR Release form is signed, but the patient is not transported by the District or its contracted providers. If the PCR Release form is not signed, the Treatment On Scene fee shall apply if vitals were taken or procedures were performed. Definitions for vitals and procedures shall be set forth in policy.
  - d. MIH Service – On Scene: MIH service on scene fees apply when an MIH unit provides treatment on scene alongside a First Responder Unit.
  - e. MIH Service – Supplemental: MIH service – supplemental fees apply when an MIH unit provides medical evaluation, education, or care coordination, whether by phone or in-person, after the initial 911 encounter.
  - f. Related Add-Ons: Related add-on fees apply when supplemental services and equipment are medically necessary. For example, mileage fees apply on all Ambulance Transports to account for the distance traveled during transport, and are supplemental to the Transport Fee.

- 2) Low-income assistance and billing dispute procedures shall be established through District policy.

### **SECTION 6: Imposition of Fees**

- 1) User fees shall be imposed when emergency medical services are rendered and documented assessment or patient care occurs by District personnel or its contracted providers.
- 2) User fees shall be applied uniformly, as allowed by law.
- 3) The District shall comply with insurance contractual billing limitations. The District may choose to accept actual amount of payments from the insurance carrier for emergency response. The District shall not engage in Balance Billing where prohibited by law or payer contract.
- 4) For administrative efficiency the District may combine multiple User fees established under this Ordinance into a single billing statement or invoice when appropriate. This consolidation shall not affect the individual fee amounts or Users' obligation to pay for all services rendered.

### **SECTION 7: Payment Requirements**

- 1) Payment shall be remitted in accordance with the terms specified in the billing statement issued by the District or its contracted billing provider.
- 2) Late payments may be subject to additional fees.

### **SECTION 8: Exemptions**

This Ordinance hereby establishes exemptions and waivers to User fees as described below.

- 1) Low Income Assistance Program: The District provides a low-income assistance program intended to waive or reduce expenses for Medical Aid and Ambulance Transport User fees for qualifying individuals who meet current poverty income guidelines established by the U.S. Department of Health and Human Services.
  - a. To apply, patients or their designees must submit a completed Low-Income Assistance for Medical Billing application to the EMS Division along with required proof of income—such as a current IRS W2, recent tax return, or unemployment check stubs—and a government-issued identification.
  - b. Upon review of the completed application and documentation, the Director of EMS may approve the application, adjust the amount due, or deny the request.
- 2) Financial Hardship Waiver: The Fire Chief or designee may waive applicable fees or costs when he/she or their designated representative determines it is in the best interest of the District to do so.

**SECTION 9: Fee Adjustments**

Adjustments to the adopted Medical Aid and Ambulance Transport User Fee Schedule shall be as follows:

- 1) Annual Program Fee Adjustment: Beginning July 1, 2027, and subsequently each year on July 1, or as soon as possible thereafter; the Chief Financial Officer, with notice to the Fire Chief, shall authorize the adjustment of User fees as follows:
  - a. Fees shall be multiplied by the percentage increase, if any in the Consumer Price Index (CPI) Series Title Medical Care in the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve (12) month period ending December 31 of the preceding calendar year.
  - b. Any decrease in the CPI shall not result in any decrease in User fees.
- 2) By Resolution of the Board of Directors: The Board of Directors may adjust User fees by resolution following adoption of a fee study or as required by law.

**SECTION 10: Repeal of Prior Ordinances**

All former Medical Aid and Ambulance Transport User fee ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance hereby adopted are hereby repealed.

**SECTION 11: Validity**

If any fee or provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions and the Board declares that it would have adopted each part of this Ordinance irrespective of the validity of any other part.

**SECTION 12: Effective Date**

This Ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Directors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

The foregoing Ordinance was introduced and read at a regular meeting of the Board of Directors of the Sacramento Metropolitan Fire District, held on the **14<sup>th</sup> day of May, 2026**, by the following roll call vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

The foregoing Ordinance was adopted at a regular meeting of the Board of Directors of the Sacramento Metropolitan Fire District, held on the **28<sup>th</sup> day of May, 2026**, by the following roll call vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

\_\_\_\_\_  
Marni J. Rittburg, CMC, CPMC  
Clerk of the Board

## MEDICAL AID AND AMBULANCE TRANSPORT USER FEE SCHEDULE

Fee	Amount
Transport	\$3,495
Automatic Aid with Transport	\$2,963
Treatment On. Scene	\$532
MIH Service	\$3,388
MIH Service - Supplemental	\$1,165
Mileage	\$53
Oxygen	\$194
Cardiac Monitor	\$148

Annual Program Fee Adjustment: Beginning July 1, 2027, and subsequently each year on July 1, or as soon as possible thereafter; the Chief Financial Officer, with notice to the Fire Chief, shall authorize the adjustment of User fees as follows:

- 1) Fees shall be multiplied by the percentage increase, if any in the Consumer Price Index (CPI) Series Title Medical Care in the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve (12) month period ending December 31 of the preceding calendar year.
- 2) Any decrease in the CPI shall not result in any decrease in User fees.