



ORANGE COUNTY FIRE AUTHORITY AGENDA

Human Resources Committee Meeting

Tuesday, February 6, 2018

12:00 Noon

Orange County Fire Authority Regional Fire Operations and Training Center

1 Fire Authority Road

Room AE117

Irvine, California 92602

Noel Hatch, Chair

Al Murray, Vice Chair

Laurie Davies Gene Hernandez Rob Johnson Dave Shawver

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Human Resources Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

If you wish to speak before the Human Resources Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority. Speaker Forms are available on the counter noted in the meeting room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE by Director Rob Johnson

ROLL CALL

PUBLIC COMMENTS

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

1. PRESENTATIONS

A. Employment Law Update

Presented by: Brigitte Gibb, Human Resources Director

Recommended Action:

Receive presentation.

B. Staffing/Forced Overtime

Presented by: Brigitte Gibb, Human Resources Director

Recommended Action:

Receive presentation.

2. MINUTES

A. Minutes from the December 19, 2017, Special Human Resources Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

A. Award of RFP DC2201 Psychological Assessment Services

Submitted by: Brigitte Gibb, Human Resources Director

Recommended Action:

Receive and file.

B. FY 2017/18 Human Resources Domain Objectives – Second Quarter Update

Submitted by Brigitte Gibb, Human Resources Director

Recommended Action:

Receive and file the report.

4. DISCUSSION CALENDAR**A. Award of RFP SC2194 Firefighter Wellness & Fitness (WEFIT) Services and RFP DC2192 for Occupational Medical Services**

Submitted by Brigette Gibb, Human Resources Director

Recommended Action:

1. Approve award of RFP SC2194 to Hoag Executive Health and authorize the Purchasing Manager to sign the proposed Professional Services Agreement for WEFIT services for a three-year term in an amount not to exceed \$1,678,437 (\$559,479 annually).
2. Approve award of RFP DC2192 to UCI and authorize the Purchasing Manager to execute a professional services agreement for occupational medical services for a three-year term in an amount not to exceed \$900,000 (\$300,000 annually).
3. Approve and authorize the Purchasing Manager to execute the two optional one-year renewals for each contract, provided that pricing remains the same.

B. Policy for Processing Complaints Against the Fire Chief

Submitted by Brigette Gibb, Human Resources Director

Recommended Action:

Review and approve the proposed agenda item and direct staff to place the item on the agenda for the Board of Director's meeting of March 22, 2018, with the Human Resources Committee's recommendation that the Board adopt the policy as submitted.

ELECTION OF HUMAN RESOURCES COMMITTEE CHAIR AND VICE CHAIR**COMMENTS****HUMAN RESOURCES DIRECTOR'S COMMENTS****COMMITTEE MEMBER COMMENTS**

CLOSED SESSION

CS1. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation
(38 Cases)

CLOSED SESSION REPORT

ADJOURNMENT – The next regular meeting of the Human Resources Committee will be May 1, 2018, at 12 noon.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 1st day of February 2018.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, February 14, 2018, 12:00 noon
Claims Settlement Committee Meeting	Thursday, February 22, 2018, 5:00 p.m.
Executive Committee Meeting	Thursday, February 22, 2018, 5:30 p.m.
Board of Directors Meeting	Thursday, February 22, 2018, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

Human Resources Committee Special Meeting

Tuesday, December 19, 2017

12:00 Noon

Regional Fire Operations and Training Center

Room AE117

1 Fire Authority Road

Irvine, CA 92602

CALL TO ORDER

A special meeting of the Orange County Fire Authority Human Resources Committee was called to order on December 19, 2017, at 12:00 p.m. by Chair Hatch.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Laurie Davies, Laguna Niguel
Noel Hatch, Laguna Woods
Rob Johnson, Cypress
Al Murray, Tustin
David Shawver, Stanton
Gene Hernandez, Yorba Linda

Absent: None

Also present were:

Interim Fire Chief McIntosh
Assistant Chief Lori Zeller
Assistant Chief Dave Anderson
Legal Counsel Barbara Raileanu

Assistant Chief Brian Young
Assistant Chief Lori Smith
Human Resources Director Brigette Gibb
Clerk of the Authority Sherry Wentz

PUBLIC COMMENTS (F: 12.02D3)

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

1. PRESENTATIONS

A. Emergency Command Center (ECC) (F: 18.04)

Human Resources Director Brigitte Gibb introduced ECC Manager Jeff Logan, who provided an overview of his background and initial assessment of the ECC.

On motion of Chair Hatch and second by Director Shawver, the Human Resources Committee voted unanimously by those present to receive and file the presentation.

2. MINUTES

A. Minutes from the October 3, 2017; Regular Human Resources Committee Meeting (F: 12.02D2)

On motion of Vice Chair Murray and second by Director Johnson, the Human Resources Committee voted unanimously by those present to approve the Minutes of the October 3, 2017, regular Human Resources Committee meeting as submitted.

3. CONSENT CALENDAR

No Items.

4. DISCUSSION CALENDAR

A. Amendment to Board Rules of Procedure (F: 11.03) (F: 12.02D2)

Assistant Chief Lori Zeller provided an overview of the amendment to the Board Rules of Procedure.

On motion of Vice Chair Murray and second by Director Johnson, the Human Resources Committee voted unanimously by those present to direct staff to place the item on the agenda for the Board of Directors meeting of January 25, 2018, with the Human Resources Committee's recommendation that the Board adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE BOARD OF DIRECTORS RULES OF PROCEDURE TO CHANGE THE REGULAR MEETINGS OF THE HUMAN RESOURCES COMMITTEE, which changes the regular quarterly meetings of the Human Resources Committee from January, April, July, and October to February, May, August, and November.

B. Professional Standards Unit Update (F: 17.27)

Director of Human Resources Director Brigitte Gibb provided an update on the Professional Standards Unit (PSU).

On motion of Director Hernandez and second by Director Davies, the Human Resources Committee voted unanimously by those present to receive and file the report.

COMMENTS

HUMAN RESOURCES DIRECTOR'S COMMENTS (F: 12.02D4)

Human Resources Director Brigitte Gibb provided a status update on the upcoming recruitments.

COMMITTEE MEMBER COMMENTS (F: 12.02D4)

Director Johnson wished everyone a safe and happy holiday.

Director Hernandez commented on the many fires and thanked staff for all their services.

Vice Chair Murray wished everyone a happy holiday and thanked staff for all the hard work on the recent fires.

Director Shawver thanked Captain Wendell Simmons from Fire Station 17, (Cypress) for helping with the Boy Scouts fundraiser that raised over \$16,000.

Chair Hatch commended staff and thanked those in attendance and wished everyone a wonderful Holiday.

CLOSED SESSION (F: 12.02D5)

General Counsel Barbara Raileanu reported the Human Resources Committee would be convening to Closed Session to consider the matter on the Agenda identified as CS1, Conference with Legal Counsel-Anticipated Litigation.

Chair Hatch recessed the meeting to Closed Session at 1:12 p.m.

CS1. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation (4 Cases)

Chair Hatch reconvened the meeting from Closed Session at 2:19 p.m., with all members present.

CLOSED SESSION REPORT (F: 12.02D5)

Legal Counsel Barbara Raileanu stated there were no reportable actions.

ADJOURNMENT – Chair Hatch adjourned the meeting at 2:20 p.m. The next regular meeting of the Human Resources Committee, pending Board approval, will be February 6, 2018, at 12:00 noon.

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



Orange County Fire Authority **AGENDA STAFF REPORT**

**Human Resources Committee
February 6, 2018**

**Agenda Item No. 3A
Consent Calendar**

Award of RFP DC2201 Psychological Assessment Services

Contact(s) for Further Information

Brigette Gibb, Human Resources Director	bridgettegibb@ocfa.org	714.573.6353
Tamaryn Boston, Human Resources Manager	tamarynboston@ocfa.org	714.573.6018

Summary

This staff report is submitted for review to award a contract to The Counseling Team International (TCTI), the number one ranked firm in the Request for Proposals (RFP) process, for pre-employment Psychological Assessment Services.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Receive and file.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding of \$77,400 will be requested in the FY 2017/18 mid-year and FY 2018/19 budget.

Background

OCFA requires psychological assessments, as required by law, for those who transfer into fire investigation positions; however, we do not require psychological assessments as a component of our post-offer pre-employment examinations for other classifications (for example firefighter trainee, fire communications dispatcher, etc.).

With the current emphasis on the behavioral health wellness of our safety employees, Human Resources and Executive Management find it prudent and in alignment with behavioral health initiatives to assess the psychological suitability of our top candidates with the challenging work of firefighting and public safety dispatching. In a survey to Orange County fire departments, all respondents confirmed that psychological assessments are conducted as part of their pre-employment process. Assessing psychological suitability is a standard practice in the Orange County safety community, is not currently vetted at any other phase in the selection process, and is recommended by various stakeholders. For these reasons, OCFA initiated a Request for Proposals (RFP) process for psychological assessment services.

RFP Process

On April 25, 2017, OCFA opened a RFP seeking proposals from qualified and licensed service providers for approximately 170 employment psychological assessments for fire safety and dispatcher classifications on an annual basis. Representatives from several interested vendors

attended the non-mandatory pre-proposal conference and six (6) of those firms submitted proposals on or before the May 31, 2017, deadline. Two (2) of the six (6) firms did not meet the minimum qualifications required in the RFP and were eliminated from the proposal review process. The proposals of the four (4) remaining firms were evaluated and interviews were conducted for the top two (2) firms in November. Upon completion of a comprehensive interview and reference-checking process, The Counseling Team International (TCTI) was selected as the top vendor.

<u>Medical Service Provider</u>	<u>Overall Ranking</u>
The Counseling Team International	1
Susan Saxe-Clifford, Ph.D., ABPP, APC	2
Catherine Delsol, Ph.D.	3
Prepare to Change, A Psychology Corporation	4

Additional information about the evaluation process is provided in the attachment.

Conclusion and Award

Based upon the evaluation results, and management's authority to award contracts under \$100,000, staff intends to award the contract to TCTI as the offeror providing the best solution for OCFA. With their highly qualified psychological staff, impressive partnerships with other public agencies, and numerous and well-renowned medical facilities located throughout Southern California, TCTI has the resources and commitment necessary to form a partnership with OCFA that will reinforce the importance of behavioral health wellness for our safety personnel.

Attachment(s)

Project Evaluation Summary Report for Psychological Assessment Services

Project Evaluation Summary Report for Psychological Assessment Services (DC2201)

Issued on 04/25/2017

Bid Due on May 30, 2017 11:00 AM (Pacific)

Exported on 10/25/2017

		Catherine Delsol, Ph.D.			Prepare to Change, A Psychology Corporation			Susan Saxe-Clifford, Ph.D., ABPP, APC			The Counseling Team International		
Evaluators		1	2	3	1	2	3	1	2	3	1	2	3
Method of Approach	100	50	50	50	40	40	40	70	70	70	90	90	90
Project Mgmt & Value Added	150	52.5	52.5	52.5	52.5	52.5	52.5	150	150	150	135	135	135
Qualifications & Experience	500	150	175	150	100	100	100	450	450	450	500	500	500
Cost Evaluation	250	150	150	150	111.95	111.95	111.95	176.47	176.47	176.47	250	250	250
Sum of Written Proposal Scores		402.5	427.5	402.5	304.45	304.45	304.45	846.48	846.48	846.48	975.00	975.00	975.00
Ranking (Written Only)		3	3	3	4	4	4	2	2	2	1	1	1
Interview Score	50	0	0	0	0	0	0	425	425	425	475	475	475
Sum of Written/Interview Score		402.50	427.50	402.50	304.45	304.45	304.45	1271.48	1271.48	1271.48	1450.00	1450.00	1450.00
Ranking (Written + Interview)		3	3	3	4	4	4	2	2	2	1	1	1
Written Sum of Rankings		9			12			6			3		
Overall Rank:		3			4			2			1		



Orange County Fire Authority
AGENDA STAFF REPORT

Human Resources Committee Meeting
February 6, 2018

Agenda Item No. 3B
Consent Calendar

FY 2017/18 Human Resources Domain Objectives – Second Quarter Update

Contact(s) for Further Information

Brigette Gibb, Human Resources Director brigettegibb@ocfa.org

714.573.6353

Summary

This agenda item is submitted to present the Human Resources Committee with the second quarter update of the FY 2017/18 Human Resources Domain Objectives.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

After the initial development of the Human Resources' FY 2017/18 Domain Objectives, several unanticipated events occurred within the Authority which required a shift in priorities and necessitated a re-evaluation of those Objectives. The primary objectives and initiatives on which Human Resources is currently focused are indicated in the bold and italicized font on the attachment. The other objectives and initiatives (non-bold and not italicized) will receive focus and attention if time allows and/or will be considered when developing objectives for the next fiscal year.

Attachment(s)

FY 2017/18 Domain Objectives – 2nd Quarter Update

FY 2017/18 DOMAIN OBJECTIVES – 2 nd Quarter Update						Lead	Role	Not Started	In Progress	Completed	Metric			Attachment
HUMAN RESOURCES											Min	Target	Max	
Brigette Gibb, Human Resources Director														
1. Expand the scope of the professional standards unit (PSU) beyond investigations														
Initiative 1.1 - Hire HR Manager assigned to Employee Relations/PSU						ER	P				July 2017	July 2017	July 2017	
Initiative 1.2 - Assign BC to PSU as support/subject matter expertise						ER	P				July 2017	July 2017	July 2017	
Initiative 1.3 - Reassign part-time HR Analyst to Employee Relations/PSU on a part-time basis						ER	P				July 2017	July 2017	July 2017	
Initiative 1.4 - Meet with stakeholders to identify desired components of expanded scope of PSU						ER	P				Expanded scope components identified by June 2018	Expanded scope components identified and project plan established by June 2018	Partial implementation of expanded scope by June 2018	
Initiative 1.5 – Finalize research of PSU components (best practices) in other safety agencies						ER	P				June 2018	April 2018	January 2018	
Initiative 1.6 - Implement preventative action to reduce the incidences of common personnel issues from occurring						ER	P				Issues tracked and identified by June 2018	Corrective measures identified by April 2018	Corrective measures implemented by June 2018	
Initiative 1.7 - Develop training component of PSU						ER	P				Training needs identified by June 2018	Course curriculum developed for 3 trainings by June 2018	Delivered 2 new trainings by June 2018	
Initiative 1.8 - Enhance current training offerings for the following: coaching, counseling, documentation, FBOR, progressive discipline						ER	P				Course curriculum updated by June 2018	Delivered updated curriculum for 3 of the training classes by June 2018	Delivered updated curriculum for all 5 of the training classes by June 2018	
Initiative 1.9 - Expand harassment prevention training target audience beyond supervisors, leads, and HR staff to: <ul style="list-style-type: none">All non-safety personnelNew safety personnelCurrent safety personnel						ER	P				Harassment prevention training offered to firefighter trainees	Harassment prevention training offered to firefighter trainees and leads	Harassment prevention training offered to firefighter trainees, non-safety personnel, and current safety personnel	
Initiative 1.10 – Revise and update OCFA’s harassment and discrimination policy and reporting procedures						ER	P				June 2018	June 2018	April 2018	
Initiative 1.11 – Incorporate training regarding OCFA’s harassment and discrimination policy/procedure into new employee orientation						ER	P				June 2018	June 2018	April 2018	
Initiative 1.12 – Implement workplace conduct policy						ER	P				June 2018	June 2018	April 2018	
Initiative 1.13 – Create and implement subsequent arrest policy						ER	P				June 2018	April 2018	January 2018	

KEY: = Designates long-term or perpetual initiative; ER = Employee Relations RM = Risk Management RS = Recruitment & Selection HR = Human Resources Ops = Operations OP = Organizational Planning P = Primary Role S = Secondary Role

Initiative 1.14 – Purchase and implement a database for storing investigative cases and tracking personnel issues	ER	P				June 2018	April 2018	April 2018
Initiative 1.15 – Ensure compliance with all legal mandates relative to the posting of employment information	ER	P				April 2018	April 2018	January 2018
Initiative 1.16 – Offer new supervisor training to include key policies and employment laws	ER	P				Curriculum developed by June 2018	Training offered by June 2018	Training offered by April 2018
2. Develop and implement a comprehensive recruitment outreach program to increase workforce diversity in the firefighter academies								
Initiative 2.1 – Consider multiple entry portals for each academy	RS	P				June 2018	April 2018	January 2018
Initiative 2.2 – Attend 3 – 5 recruitment events at various locations, including local colleges and universities	RS	P				June 2018	April 2018	April 2018
Initiative 2.3 – Explore and implement recruitment strategies to recruit females and minorities	RS	P				Partial recruitment strategies implemented for academy 45 & 46	All recruitment strategies implemented for academy 47	All recruitment strategies implemented for academy 47 and additional strategies identified and implemented
Initiative 2.4 – Analyze FF Trainee selection process steps for potential disparate impacts	RS	P				1 step evaluated by June 2018	2 steps evaluated by June 2018	All steps evaluated by June 2018
Initiative 2.5 – Develop creative marketing solutions to target females and minorities	RS	P				June 2018	April 2018	January 2018
3. Increase the effectiveness of performance feedback								
Initiative 3.1 – Collapse the number of steps within the salary range for interested bargaining groups	RS	P				June 2018	April 2018	January 2018
Initiative 3.2 – Revise ratings areas/scoring	RS	P				June 2018	April 2018	April 2018
Initiative 3.3 – Update MOUs with updated performance evaluation language, where needed	RS	P				June 2018	April 2018	April 2018
Initiative 3.4 – Develop a performance management guide for employees and supervisors	RS	P				Draft completed by June 2018	Draft completed by June 2018	Draft completed by June 2018
Initiative 3.5 – Identify common performance evaluation program issues and solutions	RS	P				June 2018	April 2018	January 2018
4. Negotiate with labor groups								
Initiative 4.1 - Negotiate OCEA MOU	HR	P				Begin Negotiation of MOU	Reach Tentative Agreement	Obtain Approval of New MOU
Initiative 4.2 – Negotiate OCFAMA MOU	HR	P				Begin Negotiation of MOU	Reach Tentative Agreement	Obtain Approval of New MOU

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Initiative 4.3 – Negotiate implementation of AB 119 - Employee Orientation Bill	HR/ RS	P				June 2018	April 2018	January 2018
5. Reduce force hiring of safety personnel								
Initiative 5.1 - Implement solutions to force hiring due to vacancies	HR	P				April 2018	January 2018	October 2017
Initiative 5.2 – Explore solutions to force hiring due to need for specialty skills	HR	S				June 2018	April 2018	January 2018
Initiative 5.3 - Implement solutions to force hiring due to workers' compensation leave/light duty	HR	P				June 2018	April 2018	January 2018
Initiative 5.4 - Implement solutions to force hiring due to lack of availabilities listed in staffing	HR	S				June 2018	April 2018	January 2018
Initiative 5.5 - Explore solutions to force hiring due to employee leaves	HR	P				June 2018	April 2018	January 2018
Initiative 5.6 - Implement solutions to force hiring due to partial shift absences	HR	S				June 2018	April 2018	January 2018
Initiative 5.7 - Explore solutions to force hiring due to personnel on strike teams	HR	S				June 2018	April 2018	January 2018
6. Update OCFA's classification and compensation program								
Initiative 6.1 – Identify program components	ER	P				June 2018	April 2018	January 2018
Initiative 6.2 – Determine classification & compensation factors	ER	P				June 2018	June 2018	April 2018
Initiative 6.3 – Determine comparable agencies by bargaining group and specialized classifications	ER	P				June 2018	June 2018	April 2018
Initiative 6.4 – Determine pay philosophy	ER	P				June 2018	June 2018	April 2018
Initiative 6.5 – Identify all benchmark classifications	ER	P				June 2018	June 2018	April 2018
Initiative 6.6 – Identify occupational series	ER	P				June 2018	June 2018	April 2018
Initiative 6.7 – Identify classifications within pay grades	ER	P				June 2018	June 2018	April 2018
Initiative 6.8 – Develop policies and procedures for department requests for re-classification studies	ER	P				June 2018	June 2018	April 2018
Initiative 6.9 – Develop policies and procedures for department requests for compensation studies	ER	P				June 2018	June 2018	April 2018
Initiative 6.10 – Develop policies and procedures for department requests for classification studies	ER	P				June 2018	June 2018	April 2018
Initiative 6.11 – Develop timeline of groupings of classifications to be studied each year	ER	P				June 2018	June 2018	April 2018

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7. Enhance all promotional processes									
Initiative 7.1 – Revise fire captain promotional process to “task book/academy” style	RS	P				Fall 2018	Fall 2018	Draft process and curriculum completed by June 2018	
Initiative 7.2 – Revise battalion chief promotional process to “task book/academy” style	RS	P				Fall 2018	Fall 2018	Draft process and curriculum completed by June 2018	
Initiative 7.3 – Identify and implement enhancements to non-safety processes based on focus group/user feedback	RS	P				Enhancement identified by January 2018	High priority enhancements implemented by June 2018	High priority enhancements implemented by April 2018	
8. Support OCFA succession planning efforts									
Initiative 8.1 – Complete succession planning analysis of all HR positions	HR	P				80% complete by June 2018	100% complete by June 2018	100% complete by April 2018	
Initiative 8.2 – Identify challenges to smooth transition/promotion of current HR professionals	HR	P				April 2018	January 2018	October 2017	
Initiative 8.3 – Create succession plans for each position within HR	HR	P				80% complete by June 2018	100% complete by June 2018	100% complete by April 2018	
Initiative 8.4 – Create individualized development plans for each HR professional	HR	P				80% complete by June 2018	100% complete by June 2018	100% complete by April 2018	
Initiative 8.5 – Document key processes as part of creating “desk manuals” for each HR function	HR	P				2 key processes documented in each HR function by June 2018	4 key processes documented in each HR function by June 2018	7 key processes documented in each HR function by June 2018	
9. Develop and implement a structured leave program									
Initiative 9.1 – Identify and create a comprehensive chart on all leave programs available to employees including labor group specific leaves and state and federal mandated leaves	ER	P				January 2018	October 2017	September 2017	
Initiative 9.2 – Determine agency practice on discretionary parameters	ER	P				June 2018	April 2018	January 2018	
Initiative 9.3 - Draft and implement a Family Medical Leave Act/California Family Rights Act policy	ER	P				June 2018	April 2018	January 2018	
Initiative 9.4 - Review, revise, and update leave templates	ER	P				January 2018	October 2017	September 2017	
Initiative 9.5 – Revise, create, and implement leave tracking codes	ER	P				January 2018	October 2017	September 2017	
Initiative 9.6 - Develop training program	ER	P				June 2018	April 2018	January 2018	

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10. Develop a comprehensive safety management system to reduce annual claims, annual expenses, and backfill costs								
Initiative 10.1 – Conduct a gap analysis between safety management system standards and current policies and procedures	HR	P			November 2017	October 2017	September 2017	
Initiative 10.2 – Develop a project plan to develop and implement missing elements of the safety management system	HR	P			November 2017	October 2017	September 2017	
Initiative 10.3 – Identify and acquire software necessary to implement the safety management system	HR	P			February 2018	January 2018	December 2017	
Initiative 10.4 – Develop missing elements of the safety management system	HR	P			June 2018	May 2018	April 2018	
Initiative 10.5 – Implement missing elements of the safety management system utilizing acquired software	HR	P			June 2018	May 2018	April 2018	
11. Develop a comprehensive wellness fitness program to reduce annual claims, annual expenses, and backfill costs								
Initiative 11.1 – Transition the WEFIT Program from Emergency Medical Services (EMS) to Risk Management	HR	P			August 2017	August 2017	August 2017	
Initiative 11.2 – Conduct a gap analysis between the International Association of Firefighters (IAFF) Wellness Fitness Initiative (WFI) and current policies and procedures	HR	P			August 2017	August 2017	August 2017	
Initiative 11.3 – Create a project plan to develop and implement missing elements of the wellness fitness program and address any resource deficiencies	HR	P			November 2017	October 2017	September 2017	
Initiative 11.4 – Develop missing elements of the wellness fitness program and resolve any resource deficiencies	HR	P			June 2019	January 2019	June 2018	
Initiative 11.5 – Partner with WEFIT contractor to implement missing elements of the wellness fitness program	HR	P			June 2019	January 2019	June 2018	
12. Establish a behavioral health program that addresses suicide prevention and the impact of post-traumatic stress disorder (PTSD) in OCFA personnel								
Initiative 12.1 – Evaluate current programs that are designed to provide support to behavioral health issues in personnel	HR	P			July 2017	July 2017	July 2017	
Initiative 12.2 – Identify additional programs and/or program enhancements necessary to address the needs of personnel	HR	P			August 2017	August 2017	August 2017	
Initiative 12.3 – Develop additional programs and/or program enhancements necessary to address the needs of personnel	HR	P			June 2019	January 2019	June 2018	
Initiative 12.4 – Partner with contractor(s) to implement additional programs and/or program enhancements	HR	P			December 2019	June 2018	June 2018	
13. Establish cancer prevention measures for safety personnel								
Initiative 13.1 – Implement respiratory protection program changes	HR	P			June 2018	March 2018	December 2017	
Initiative 13.2 – Conduct cancer prevention education/awareness campaign	HR	P			June 2018	March 2018	December 2017	
Initiative 13.3 – Develop and implement asbestos testing procedure	HR	P			June 2018	March 2018	December 2017	

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<i>Initiative 13.4 – Evaluate potential contaminants from ice machines being installed in apparatus bays.</i>	<i>HR</i>	<i>P</i>			<i>June 2018</i>	<i>March 2018</i>	<i>December 2018</i>
<i>Initiative 13.5 – Update and implement vehicle exhaust collection use procedures.</i>	<i>HR</i>	<i>P</i>			<i>June 2018</i>	<i>March 2018</i>	<i>December 2018</i>
14. Ensure OCFA Board of Directors and personnel are prepared for emergencies							
<i>Initiative 14.1 – Oversee an active shooter incident (ASI) drill for Board of Directors</i>	<i>RM</i>	<i>S</i>			<i>June 2018</i>	<i>March 2018</i>	<i>September 2017</i>
<i>Initiative 14.2 – Conduct RFOTC emergency action plan training for OCFA personnel</i>	<i>RM</i>	<i>P</i>			<i>March 2018</i>	<i>December 2017</i>	<i>September 2017</i>
<i>Initiative 14.3 – Conduct an RFOTC evacuation drill</i>	<i>RM</i>	<i>P</i>			<i>June 2018</i>	<i>March 2018</i>	<i>December 2017</i>
<i>Initiative 14.4 – Participate in Great California ShakeOut</i>	<i>RM</i>	<i>P</i>			<i>October 2017</i>	<i>October 2017</i>	<i>October 2017</i>
15. Maintain flexibility for unforeseen events							

KEY: = Designates long-term or perpetual initiative; ER = Employee Relations RM = Risk Management RS = Recruitment & Selection HR = Human Resources Ops = Operations OP = Organizational Planning P = Primary Role S = Secondary Role



Orange County Fire Authority
AGENDA STAFF REPORT

Human Resources Committee
February 6, 2018

Agenda Item No. 4A
Discussion Calendar

**Award of RFP SC2194 Firefighter Wellness & Fitness (WEFIT) Services
and RFP DC2192 for Occupational Medical Services**

Contact(s) for Further Information

Brigette Gibb, Director Human Resources (HR)	brigettegibb@ocfa.org	714.573.6353
Jonathan Wilby, Risk Manager	jonathanwilby@ocfa.org	714.573.6832
Tamaryn Boston, HR Manager	tamarynboston@ocfa.org	714.573.6018

Summary

This agenda item is submitted for approval to award contracts to Hoag Executive Health for firefighter Wellness and Fitness (WEFIT) medical services and to University of California Irvine Physician & Surgeons, Center for Environmental Health (UCI) for occupational medical services. Both firms were ranked number one in separate Request for Proposal (RFP) processes.

Prior Board/Committee Action

At the June 26, 2014, Executive Committee meeting, the Committee approved awarding a one-year contract (with two additional one-year options) to UCI for WEFIT and occupational medical services in an amount not to exceed \$600,000 annually.

On May 25, 2017, the Executive Committee approved a six-month contract extension (through December 31, 2017) in the amount not to exceed \$351,800 to allow sufficient time to complete the RFP processes that were already in progress.

In November 2017, the Executive Committee approved an additional two-month extension (through February 28, 2018) in an amount not to exceed \$74,250.

RECOMMENDED ACTION(S)

1. Approve award of RFP SC2194 to Hoag Executive Health and authorize the Purchasing Manager to sign the proposed Professional Services Agreement for WEFIT services for a three-year term in an amount not to exceed \$1,678,437 (\$559,479 annually).
2. Approve award of RFP DC2192 to UCI and authorize the Purchasing Manager to execute a professional services agreement for occupational medical services for a three-year term in an amount not to exceed \$900,000 (\$300,000 annually).
3. Approve and authorize the Purchasing Manager to execute the two optional one-year renewals for each contract, provided that pricing remains the same.

Impact to Cities/County

Not applicable.

Fiscal Impact

Funding is available in the approved FY 2017/18 budget.

Background

See extended background.

Attachment(s)

1. WEFIT - Summary of Evaluation Process and Results
2. Professional Services Agreement (on file in the office of the Clerk and available upon request).
3. Occupational Medical Services – Summary of Evaluation Process and Results

Extended Background

When the Request for Proposal (RFP) for WEFIT and occupational medical services was issued to UCI in 2014, it was thought that bundling these services would result in economies of scale and be most cost effective. Staff learned through vendor feedback that bundling the services prevented some firms from participating in the 2014 solicitation process. As a result, in 2017, staff conducted two separate RFP processes, one for WEFIT services and one for occupational medical services.

WEFIT Medical Program

The Orange County Fire Authority (OCFA) established the WEFIT program in 2003 to target OCFA's rising health and workers' compensation costs and to proactively encourage a healthier, more fit, and safer workforce. The core strategy at the inception of the WEFIT program was biennial medical examinations, fitness testing, and immunization screening for firefighters. The program is voluntary and non-punitive with the exception of the Urban Search and Rescue (US&R) and Hazardous Materials (HAZMAT) program personnel who receive mandatory physical examinations on a biennial and annual basis, respectively.

On April 25, 2017, RFP SC2194 was issued to establish a contract for WEFIT medical services. Representatives from nine medical service providers attended the non-mandatory pre-proposal meeting and six of those firms submitted proposals on or before the May 31, 2017, deadline. The proposals of these firms were evaluated and interviews were conducted with the top four firms. Upon completion of a comprehensive interview and reference-checking process, Hoag Executive Health was selected as the top vendor. With its highly qualified staff, robust education program, and numerous and well-renowned medical facilities, Hoag has the resources and commitment necessary to form a partnership with OCFA that will lead to long-term improvements in firefighter health and safety.

<u>Medical Service Provider</u>	<u>Overall Ranking</u>
Hoag Executive Health	1
Movement Rx	2
San Diego Sports Medicine and Family Health Center	3
Wellness Solutions	4
UC Irvine Center for Occupations & Environmental Health	5
Applied Fitness Testing	6

Additional information about the evaluation process is provided in Attachment 1. The Professional Services Agreement is currently in legal review and will be finalized before the February 22, 2018, Executive Committee Meeting.

Occupational Medical Services

The OCFA has contracted with UCI for occupational medical services since 1999. Human Resources utilizes this contract for pre-employment, return to work, and fitness for duty medical examinations.

On June 13, 2017, RFP DC2193 was issued to establish a contract for occupational medical services. Representatives from two medical providers attended the non-mandatory pre-proposal meeting and only those two firms submitted proposals by the deadline of June 13, 2017. The proposals of these firms were evaluated and interviews were conducted for the top two firms.

Upon completion of a comprehensive interview, UCI was selected as the top vendor. For over 19 years, OCFA has partnered with UCI to provide physical examinations and other occupational health services, consultation and testing for pre-employment, drug and alcohol screening, as well as other as-needed medical tests, examinations, and services. With a highly experienced team of medical professionals and quality, state of the art, and cost effective medical facilities and services, UCI is well qualified to continue responding to the health and wellness needs of the OCFA.

<u>Medical Service Provider</u>	<u>Overall Ranking</u>
UCI	1
OccuMed	2

Additional information about the evaluation process is provided in Attachment 3. The Professional Services Agreement is currently in legal review and will be finalized before the February 22, 2018, Executive Committee Meeting.

**Orange County Fire Authority
SC2194 – Firefighter Wellness & Fitness (WEFIT) Program**

Evaluation

An evaluation team consisting of one Battalion Chief, two Fire Captains, one Firefighter/Paramedic, and a manager from the Risk Management section evaluated the written proposals. Each proposal was evaluated based on the criteria and point structure as defined in the RFP:

- Method of Approach (30 points)
- Qualifications and Experience (20 points)
- Administration and Customer Service (25 points)
- Proposed Costs (25 points)

Based upon the scoring of the written proposals, the top four medical service providers were asked to participate in the next phase of evaluations and invited in for a presentation and interview. This portion of the RFP process allowed the evaluators to gain additional insight into the capabilities of each firm and learn what alternative solutions might work best to meet OCFA's needs. It was also scored based on the criteria and point structure defined in the RFP:

- Presentation (10 points)
- Interview (40 points)

Based on the combined scores of the written proposal evaluation and interviews, Hoag Executive Health emerged as the top ranked firm. A Scope of Work, revised to provide clarity on the services that will be provided, along with additional pricing for desirable, as needed services was requested.

Pricing

In addition to proposing a WEFIT program that addresses all the issues identified by the committee, Hoag is offering to provide these services at a great value to OCFA.

The current cost for the standard WEFIT exam is \$750. Although the proposed cost is higher at \$897 for the standard WEFIT exam, the significant enhancements to the program that should increase participation and reduce injuries include:

- Three locations (Aliso Viejo, Irvine, Huntington Beach) for scheduling appointments
- Additional skin cancer and cardiac screening
- Increased consultation & follow-up via phone or in person
- A readily available network of doctors to provide seamless transition to referral or follow-up care
- 40 hours/month of continuing education

Scoring

Final evaluation scores are provided on the following pages.

Orange County Fire Authority
SC2194 – Firefighter Wellness & Fitness (WEFIT) Program

Evaluation Scoring Summary

	Hoag Executive Health					Movement Rx				
Cost Proposal – Three Year Contract	\$2,238,837					\$2,118,931				
Evaluator #	1	2	3	4	5	1	2	3	4	5
A. Method of Approach (30)	20	25.50	27	25	27	28	25.50	15	20	27
B. Qualifications & Experience (20)	20	19	20	15	18	18	18	8	15	20
C. Administration & Customer Service (25)	18	22.50	22.50	20	22.50	25	25	6.25	20	25
D. Proposed Costs (Three-Year) (25)	23.66	23.66	23.66	23.66	23.66	25	25	25	25	25
E. Presentation (10)	10	10	8	-	9	8	8	5	-	7
F. Interview Questions (40)	40	38	40	-	38	30	30	20	-	35
Total Points	131.66	138.66	141.16	83.66	138.16	134	131.50	79.25	80	139
Proposal Rankings	2	1	1	2	2	1	2	5	3	1
Sum of Proposal Rankings	8					12				
Overall Proposal Rank	1					2				
	San Diego Sports Medicine & Family Health Center					Wellness Solutions				
Cost Proposal – Three Year Contract	\$2,462,165.55					\$2,196,055.14				
Evaluator #	1	2	3	4	5	1	2	3	4	5
A. Method of Approach (30)	20	22.50	24	25	24	25	24	15	20	27
B. Qualifications & Experience (20)	20	20	16	20	18	20	19	12	10	17
C. Administration & Customer Service (25)	20	23.75	21.25	25	20	25	25	17.50	20	20
D. Proposed Costs (Three-Year) (25)	21.51	21.51	21.51	21.51	21.51	24.12	24.12	24.12	24.12	24.12
E. Presentation (10)	7	8	8	-	8	6	6	5	-	5
F. Interview Questions (40)	30	35	30	-	36	25	20	25	-	20
Total Points	118.51	130.76	120.76	91.51	127.51	125.12	118.12	98.62	74.12	113.12
Proposal Ranking	4	3	2	1	3	3	4	3	4	4
Sum of Proposal Rankings	13					18				
Overall Proposal Rank	3					4				
	UC Irvine Center for Occupations & Environmental Health					Applied Fitness Testing				
Cost Proposal – Three Year Contract	\$2,143,560					\$2,763,900				
Evaluator #	1	2	3	4	5	1	2	3	4	5
A. Method of Approach (30)	15	21	24	5	18	20	19.50	18	5	15
B. Qualifications & Experience (20)	15	20	16	0	12	10	1	8	5	10
C. Administration & Customer Service (25)	15	20	20	5	15	15	18.75	6.25	5	12.50
D. Proposed Costs (Three-Year) (25)	24.71	24.71	24.71	24.71	24.71	19.17	19.17	19.17	19.17	19.17
E. Presentation (10)	-	-	-	-	-	-	-	-	-	-
F. Interview Questions (40)	-	-	-	-	-	-	-	-	-	-
Total Points	69.71	85.71	84.71	34.71	69.71	64.17	58.42	51.42	34.17	56.67
Proposal Ranking	5	5	4	5	5	6	6	6	6	6
Sum of Proposal Rankings	24					30				
Overall Proposal Rank	5					6				

**Orange County Fire Authority
SC2194 – Firefighter Wellness & Fitness (WEFIT) Program**

Proposed Contract Pricing

Exam	Qty	Hoag	Movement Rx	SDSM	Wellness Solutions	UC Irvine	Applied Fitness Testing
WEFIT Exam	280	\$897.00	\$1,100.00	\$1,260.00	\$925.00	\$1,135.00	\$1,200.00
WEFIT & US&R	120	\$1,472.50	\$1,100.00	\$1,260.00	\$1,156.00	\$1,135.00	\$1,340.00
WEFIT & HazMat	100	\$1,472.50	\$1,100.00	\$1,260.00	\$1,156.00	\$1,135.00	\$1,340.00
WEFIT & DMV	100	\$1,047.00	\$1,125.00	\$1,260.00	\$1,050.00	\$1,210.00	\$1,250.00
WEFIT & Crane Operator	2	\$1,047.00	\$1,125.00	\$1,260.00	\$1,050.00	\$1,135.00	\$1,250.00
Post Deployment Medical Exam	75	\$595.00	\$160.00	\$200.00	\$632.50	\$200.00	\$1,340.00
CA DMV Exam	50	\$395.00	\$175.00	\$150.00	\$575.00	\$175.00	\$1,250.00
Year One Total:		\$746,279.00	\$685,500.00	\$352,800.00	\$696,607.50	\$714,520.00	\$921,300.00
Proposed Price Escalation		None.	3% increase per year.	5% increase per year.	5% increase per year.	Negotiable; dependent on actual costs, including an annual 3% cost of living increase.	None.
Three-Year Total		\$2,238,837.00	\$2,118,931.00	\$2,462,165.55	\$2,196,055.14	\$2,143,560.00	\$2,763,900.00

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this _____ day of February, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Hoag Executive Health, a corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide Medical Services – Firefighter Wellness and Fitness Program as requested in RFP SC2194, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated May 29, 2017, incorporated herein by this reference ("Proposal"); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP SC2194, dated April 25, 2017 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of

any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 Familiarity with Work

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

1.5 Care of Work

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

1.6 Additional Services

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

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in the Pricing Sheet, attached hereto as Exhibit "B," in an amount not to exceed \$746,279 annually.

3.2 Method of Payment

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

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

This agreement shall continue in full force and effect for three years (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual agreement between OCFA and the Firm.

5. COORDINATION OF WORK

5.1 Representative of Firm

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Justin Davis, Vice President – Client Services.

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

5.2 Contract Officer

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

5.3 Prohibition Against Subcontracting or Assignment

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm

for services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

5.3.3 Assignments. Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

5.4 Independent Contractor

5.4.1 The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

5.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

5.4.3 No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for

compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

5.6 Employee Retirement System Eligibility Indemnification

5.6.1 In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

5.6.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

6.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

6.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

6.2.1.4 Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CGL Insurance in the amount of at least one million dollars (\$1,000,000.00) combined single limit for bodily injury, personal injury and property damage and two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based

coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. Firm shall maintain. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

6.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.2 Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits

of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

6.3.1 Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

6.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

6.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

6.4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

6.4.1.1.1 Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

6.4.1.2 Primary, Non-Contributing. Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

6.4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm’s failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided “in accordance with the policy terms” or words to that effect is inadequate to meet the requirements of this Section).

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer

who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

6.6 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

6.7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

6.7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.10 Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.11.1 Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

6.11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

6.11.6 Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses,

liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. RECORDS AND REPORTS

7.1 Reports

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

7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no

claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents

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

7.5 Confidential Materials

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

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

8.3 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude

the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action

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

8.5 Termination Prior to Expiration of Term

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

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

8.6 Termination for Default of Firm

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

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

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

To Firm:

Hoag Executive Health
Attention: Justin Davis
2100 Main Street, Suite 360
Irvine, CA 92614

10.2 Integrated Agreement

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

10.3 Amendment

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

10.4 Severability

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

10.5 Corporate Authority

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

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper, C.P.M., CPPB
Purchasing & Materials Manager

“FIRM”

HOAG EXECUTIVE HEALTH

Date: _____

By: _____

Justin Davis
Vice President – Client Services

EXHIBIT A: SCOPE OF SERVICES

Project Approach / Methodology

Hoag Executive Health is confident in our ability to seamlessly implement our proven, world-class Executive Health program in order to fully meet and exceed the Scope of Services for the OCFA Wellness and Fitness Program. We are uniquely positioned to provide participants with access to our renowned clinical staff, while providing an unparalleled health, wellness and educational experience for all eligible OCFA WEFIT participants.

Our approach to addressing the components of this program will be as follows:

1. State-of-the-Art Data Collection
2. Thorough and Complete Analysis & Reporting
3. Personalized Data Review and Actionable Plans for Health Improvement
4. Creation of a Dynamic Integrated Fitness, Conditioning and Nutritional Education Program

Data Collection

A key component to the City of Irvine Cardiovascular Health & Wellness Program is based on what diseases, disorders and early detection tests will be performed. Hoag Executive Health will assess ten distinct categories or systems, to identify and assess OCFA WEFIT participants' disease risk as well as performance and opportunities for improvement in each of the categories as follows:

Heart & Circulatory

- Lipid Profile
- EKG
- Blood Oxygen

Kidney & Urogenital

- Urinalysis
- Cancer Screen PSA (men 50+)
- BUN, Creatinine Panel

Brain & Nervous

- Reflexes & Sensations
- Hearing
- Vision
- Strength & Balance
- Symmetry

Hormonal & Glandular

- Pre-Diabetes Markers
- Metabolic Panel
- Metabolic Rate

Lungs & Breathing

- Pulmonary Function
- Maximal Oxygen Uptake
- Exercise Heart Rate Ranges

Blood & Immunity

- Blood Composition
- Immunity
- Anemia
- Leukemia

Muscular & Bone

- Musculoskeletal Assessment
- Strength Assessment
- Postural Screen
- Body Composition
- Functional Mobility

Stomach & Gastrointestinal

- Liver Function Panel
- Gall Bladder Markers
- Micronutrients
- Protein

Fitness & Exercise

- WFI Assessment
- Fitness Goals
- Assessment of Limitations
- Exercise Prescription/Programming

Diet and Nutrition

- Assess of Current Nutrition (food log)
- Identifying Health Eating Barriers
- Resting Metabolic Rate
- Meal Planning
- Nutritional Education

In addition to the categories by which Hoag Executive Health will assess each WEFIT participant, below we have outlined the individual components included in each exam:

OCFA WELLNESS AND FITNESS PROGRAM

Questionnaires

Medical History & Health Risk
Behavioral Health (PHQ-9)
Fitness and Nutritional Assessment
- Food log
Hardiness Assessment

Blood work

CBC
CMP
hs-CRP
Lipids
PSA (over 50)
Titers
Urine Heavy Metals*
Lead*
RBC Cholinesterase*

Medical Evaluation

Vitals
PulseOx
Comp. Physical Exam
Neurological Exam
Muskuloskeletal Assessment
Titmus
Hearing
Hernia Exam
PFT
EKG
Immunization Screening

Dermatoscope Skin Cancer Screen
Chest X-ray

Additional Evaluations

Urban Search & Rescue Exam
HazMat Exam
DMV Medical Clearance
Crane Operator Medical Clearance
Post Deployment Medical Exam
CA DMV Exam

Fitness and Nutrition

FMS
BCA
Skin Fold
VO2Max
Hand Grip Strength
Push Up test
Abdominal strength
Sit and Reach Test*
Posture Assessment
Nutritional Assessment & Plan
Fitness Assessment & Plan

Report

Contents
- Blood work
- Clinical data
- Physical report
- Recommendations & Action Plan
Folder
USB – key chain w/electronic copy of all data

Sample AM Exam Schedule for OCFA Wellness and Fitness Physical Exam

Hoag Executive Health has proposed two schedule blocks for the WEFIT physical exams, a morning and afternoon block. Each block consists of 4 exam “slots” those are as follows:

Morning	Afternoon
8:00am – 9:25am	1:00pm – 2:25pm
8:50am – 10:15am	1:50pm – 3:15pm
9:40am – 11:05am	2:40pm – 4:05pm
10:30am – 11:55am	3:30pm – 4:55pm

Hoag Executive Health will offer two AM slots and 2 PM slots in both Aliso Viejo and Irvine – below is a sample AM exam schedule.

HOAG EXECUTIVE HEALTH		
Time	Activity	Staff Member
8:00AM	Physical Exam - Body Composition Analysis [BCA] - Urine Sample - Temperature - Blood Pressure - Spirometry - EKG - Hearing - Vision- Titmus - Pulse Ox - Chest X-Ray	L.V.N./M.A.
8:15AM	Physical - Review blood work - Skin Evaluation - Head to Toe Exam - Musculoskeletal Exam - Hernia Exam [male] - Neurological Exam - Cancer Screening - Immunization Screening	Physician
8:45AM	Fitness & Nutrition Evaluation - VO2 Max Test - Functional Movement Screen - Hand Grip Strength - Push Up Test - Abdominal Strength - Posture Screen - Nutrition Consultation	Exercise Physiologist
9:25AM	Report Review	Exercise Physiologist

OCFA WEFIT EXAM

Data Analysis & Presentation

Hoag Executive Health sees the interpretation of the complex data and assessments gathered during the WEFIT Exam as one of the key aspects of affecting positive change in the participants. Ensuring that the results and more importantly, the actionable plan is easy for OCFA participants to understand and follow will only increase the effectiveness of the data and information that is gathered. Hoag Executive Health physicians have over 50 years of combined executive physical experience amongst them – coupling this with the knowledge of our trainers and exercise physiologists translates into invaluable expertise in creating and presenting realistic health goals, exercise, fitness and nutritional plans for the OCFA personnel.

Our proposed approach to the WEFIT exam will utilize a proprietary set of risk calculations that will enable WEFIT participants to have a clear, tangible understanding of their current health state when compared to a mean of people in their age and activity group. When coupled with our personalized nutritional and fitness plans, which each participant also receives, they will be able to immediately begin implementing positive changes aimed at addressing their specific health, fitness or nutritional goals.

Data Review

The experience that Hoag Executive Health has, delivering an almost identical service to the OCFA Wellness and Fitness program for many years, allows us to glean from our experiences and best practices developed through delivering over 2,500 Executive Physicals. Additionally, it is important to understand that our physicians specialize in this type of clinical delivery and our exercise physiologists solely focus on assessing exercise and fitness capabilities and creating easily implementable plans and programs to achieve stated fitness goals...this is what we do.

Each WEFIT participant will have dedicated in-person time set aside immediately following the completion of their fitness assessment to review the entirety of their physical report – this will be done with the same exercise physiologist who performed their fitness and nutritional assessment. During this 10-15-minute follow-up, participants will personally review their physical report, lab work and other assessments. The results and recommendations entailed in each personalized physical report are created in such a way that they are actionable and easy to implement. Our physiologist will answer questions, give further suggestions and provide real-world examples of how to implement the fully customized health plan that was created for the participant. In addition, we will make it easy to share the report and data with each participant's primary care physician by providing both a hardcopy and keychain USB with all reports, labs and diagnostics pre-loaded for personal review. Our clinical and lifestyle recommendations focus on behavioral changes and when necessary therapeutic interventions which can be easily enacted by the participants' primary physician. Hoag Executive Health understands that participation in the WEFIT program is only the start to positively impacting the health and well-being of participating firefighters – it is with this in mind that we have created our reporting and follow-up procedures aimed at ensuring positive change is simple to implement.



Exercise, Fitness and Nutritional Education Program

Hoag Executive Health was founded with an underlying tenant that in order to positively affect the health state of each of our participants, our program would need to be able to accurately assess every system in the human body and then be able to educate participants on the rationale and necessity of implementing the recommendations of our physicians and exercise physiologists. It is with this in mind that our Chief of Service, Dr. Jim Lindberg, created “Hoag Executive Health University” ...HEH-U as it has become to be known. HEH University is comprised of different faculty clinicians, trainers and exercise physiologists throughout the Hoag Executive Health program – their charge has been to create an extensive “library” of vetted, clinically and statistically valid educational, programmatic and assessment tools to be used by our physicians and exercise physiologists during and following Hoag Executive physicals. The HEH Library will be a key tool for our Education Coordinator and exercise physiologists to utilize during and after the fitness assessment, for 1-on-1 fitness and nutritional consultations as well as to use as educational handouts, for newsletter content and to be shared on the WEFIT intranet. The Education Coordinator will work closely with the WEFIT Coordinator to create an annual calendar that will outline station workout visits, challenges, newsletter topics and intranet postings. In addition, our Education Coordinator will look to identify mechanisms aimed at making direct outreach to Hoag Executive Health trainers and exercise physiologists simple and easy, for the purposes of exercise programming, modified injury workouts, nutritional and meal planning support, etc. Again, Hoag Executive Health possesses the content, resources and experience of implementing a broad based educational platform – instead of building this complex and costly aspect of the program from the ground up – we will be able to repurpose and update existing IP and collateral, coupled with our talented fitness and nutrition staff, Hoag Executive Health can take the WEFIT Education program to the next level. We have provided a number of Nutrition Education and Follow-Up Education material samples for review.

Exam Experience

Below is a step by step overview of the exam process for a standard WEFIT Exam.

1. WEFIT Coordinator logs into Timely online scheduling software to schedules 4-person “Unit”
 - OCFA will have its own annual calendar so Coordinator can schedule out as far as is needed
 - WEFIT Coordinator will provide email and phone numbers for each participant when scheduling
2. Upon participant being scheduled, Hoag Executive Health Program Coordinator will register participant
 - Participant is registered into Hoag Executive Health electronic medical system and chart is created
 - An email is also sent to the participant with the Medical History, Risk Assessment, Behavioral Health and Fitness Assessment questionnaires. These can be completed online and are returned to Hoag Executive Health securely and automatically online.
3. Once EMR chart is created, the applicable lab requisition is electronically sent to the LabCorp database
 - An email lab requisition will be automatically created
4. Hoag Executive Health Program Coordinator will email the participant an email lab req and lab draw instructions
 - Fasting blood draw instructions and list of LabCorp Orange County locations is sent to participant
5. Participant schedules their blood draw at the most convenient location either online or by phone
 - Participants will be asked to complete their blood draw at least 2-weeks prior to their exam
6. Upon completion of the blood draw, results will be prepared within 3-5 business days
 - Lab results are automatically returned to the Hoag Executive Health EMR system and entered into the participant’s chart
7. 2-days prior to the scheduled exam date, the participant will receive a confirmation phone call from our scheduler
8. Participants will be asked to arrive 10-minutes prior to the start of their exam at either our Irvine or Aliso Viejo office. We have listed fire vehicle parking locations for each facility
9. Upon arrival in the office – the participant will be checked in and a Hoag Executive Health support staff member will walk them to the imaging center to receive their baseline chest x-ray
10. Following the completion of the chest x-ray, our staff member will walk the participant back to our office to begin the physical exam
11. The participant will first meet with our Medical Support Staff to capture all biometric/vital signs as listed on the above schedule – this portion of the exam will take 15 minutes
12. Next, the physician will come in to complete the complete physical exam, specific tests and assessments is provided on the above schedule – this portion of the exam will take approximately 30 minutes
13. Following the completion of the physical exam, our exercise physiologist will come and meet the participant in the exam room and walk them to our in-office exercise lab for the fitness and nutrition evaluation – this portion of the exam will take approximately 45 minutes.
14. Following the fitness and nutrition assessment, the exercise physiologist will excuse him/herself for approximately 5 minutes and return with the completed physical exam report in-hand to be reviewed with the participant.
15. If there were any medically necessary medical referrals, our medical support staff and/or physician would coordinate these with the participant following the report review and prior to their departure.

The two facility locations where these exams will be conducted are fully functioning Hoag Executive Health medical facilities. The Irvine location has 3 on-site physicians and medical support staff, along with an Ambassador (receptionist), exercise physiologist and Practice Manager. The Hoag Executive Health Aliso Viejo facility is also a fully functioning medical office with 4 physicians and medical support staff, an Ambassador, Practice Manager and 2 exercise physiologists. Below are some images of the delivery locations.



Hoag Executive Health Irvine Office



Hoag Executive Health Aliso Viejo Office



Hoag Executive Health Exercise Lab

Additional Components

Appointment Scheduling

We propose offering the ability to conduct exams 5 days per week, Monday through Friday with 3 morning options and 2 afternoon options split among 3 separate delivery sites in Aliso Viejo, Irvine and Huntington Beach. Each individual "exam slot" allows for a participant to complete their exam in under 90-minutes and for the entire 4 member unit to be done and back "on-duty" in under 3 hours. Furthermore, as can be seen in the sample schedule below, no participant will have any more than 30-minutes of down time during the entire exam process. During down time, participants will have a private lounge to wait in that is equipped with a computer, WiFi and comfortable amenities. This is an almost identical schedule format to what we put together for the Irvine Police Department and we are confident that the logistical plan we've outlined will be time efficient while also allowing more than sufficient time to conduct a meaningful and thorough exam.

	Participant 1	Participant 2	Participant 3	Participant 4
7:45 AM	check in	check in	check in	check in
8:00 AM	EP 1 consult	EP 2 testing	Physician	Chest x-ray
8:05				
8:10				
8:15				
8:20	EP 1 testing	EP 2 consult		
8:25 AM				
8:30 AM			MA	transition/snack
8:35 AM				
8:40 AM	transition/snack	transition/snack		Physician
8:45 AM				
8:50 AM	MA	MA	transition/snack	
8:55 AM				
9:00 AM			EP 1 consult	
9:05 AM				
9:10 AM	Physician	transition		MA
9:15 AM		Chest x-ray		
9:20 AM			EP 1 testing	
9:25 AM				
9:30 AM				transition
9:35 AM				EP 2 consult
9:40 AM	transition		transition	
9:45 AM	Chest X-Ray	physician	Chest X-Ray	
9:40 AM				
9:55 AM				EP 2 testing
10:00 AM				
10:05 AM				
10:10 AM				
10:15 AM	Report Review	Report Review	Report Review	Report Review
10:20 AM				
10:25 AM				
10:30 AM				

Additional Location

In our proposal we outlined that the primary delivery sites would be Aliso Viejo and Irvine, however during our interview Captain Mike Contreras inquired about the feasibility of utilizing Huntington Beach as a 3rd delivery site. Yes, we are more than happy to add the Hoag Huntington Beach Health Center as a 3rd delivery location and can guarantee the ability to utilize these 3 delivery locations.

Education Program Details

We are proposing a multi-faceted education program aimed at addressing the wide ranging needs of OCFA firefighter personnel. Below is a detailed overview of the methodology, tactics and resources we will look to implement specifically for the education and training components of this RFP.

Education Program Methodology

The following methodology will be used as a guide and outline for all proposed education program content:

S – Specific – Does the fitness, conditioning and nutrition education program meet the specific needs of firefighter personnel

M – Measurable – Are we able to measure/track improvements of participants who go through our workouts, implement our training programs or read/follow our educational materials

A – Attainable – Our entire education program will be goal focused, are the goals we establish for participants realistic and attainable

R – Results-Focused (Relevant) – Every component of the education program will be focused on achieving specified macro (all firefighter personnel) or micro (individual) goals by testing, assessing and augmenting specific educational components (programming, educational/information materials, briefings & talks, 1-on-1 counseling & training)

T – Time-Phased – Again, our educational program is goal and results oriented, as such, we will work to assign macro time-phased goals for specific curriculum items and micro time-phased goals for specific individual participant goals.

Educational Program Tactics

Using our methodology as a guide, our goal for the education program is that all OCFA personnel have access to online and hard copy informational resources, individualized as well as group training and counseling, continuing education by way of subject matter expert talks and briefings and much more. We will do so by implementing the following tactical components:

1. Adding a nutritional counseling station during the annual physical exam
2. Virtual fitness and nutritional counseling

- We will be creating a specific email address (OCFACoaching@HoagExecutiveHealth.com) where OCFA personnel can write in with training and nutritional requests and our coaching staff will be able to coordinate either a phone call or in-person meeting to review their request, discuss specific programming goals and then monitor the implementation of a nutrition or fitness plan.
- 3. In-person fitness and nutritional counseling
 - 1-on-1 Training and Nutrition Programming - our Exercise Physiologist will have scheduled "office hours" on-site at the OCFA headquarters on a weekly basis to meet with or speak by phone with OCFA personnel on a range of training and nutritional topics.
 - Injury Modifications - should OCFA personnel have a nagging injury or limitation, our Exercise Physiologist will be able to create modified programs aimed at either fitness or nutritional goals.
 - Pre-hab/Re-hab - Our Exercise Physiologist is a Certified Athletic Trainer and has the expertise and experience to create rehabilitation workouts as well as preventative mobility and injury reduction programs for OCFA participants.
- 4. Bolstering the existing online library of tools and resources with "HEH University" content
 - We have an extensive online library of education materials, easy to follow lifestyle management plans, nutritional education materials etc. that we would like to add to the existing "intranet" resources the OCFA currently has. In addition, we have a dedicated resource in the Education Coordinator role, that will be tasked with creating specific education content and programming for OCFA firefighter personnel. Creating (or updating) tactical athlete training collateral materials, developing fitness and nutritional challenges and contests as well as developing training protocols aimed at improving fitness and conditioning scores will all fall under the umbrella of the Education Coordinator for the WEFIT program.
- 5. In-station visits
 - We will be developing an annual schedule for in-station and "At Headquarters" visits. Station visits will be primarily focused around fitness and nutritional objectives.
 - Developing station workout programs and conducting actual training sessions utilizing equipment in the firehouse that small groups can complete together
 - Conducting "Refrigerator Makeovers" where our Exercise Physiologist and Education Coordinator will actually "score" the foods in the refrigerator of a fire house and assist firefighters in understanding healthy alternatives, ideal time for food consumption and caloric requirements of personnel in the firehouse.
 - Also utilizing this time to ensure personnel are aware of the different resources we are providing and how to get in touch with our staff
- 6. Group Education Talks
 - We will be utilizing subject matter experts and physicians from all major institutes at Hoag Hospital to conduct education talks on pertinent topics that affect firefighter personnel either on the job or in their personal lives. We will look to the OCFA administration to assist us in developing the quarterly schedule for subject matter expert talks - here is a list of the institutes we will be involving for the WEFIT program:
 - Women's Health Institute
 - Cancer Institute
 - Heart and Vascular Institute
 - Orthopedic Institute
 - Neurosciences Institute
- 7. ATC Hours

- As was previously indicated, our Exercise Physiologist is a Certified Athletic Trainer - we would like to propose have a 2-4 hour block twice per month at OCFA Headquarters where we could schedule musculoskeletal evaluations and injury screens where we can assess firefighter personnel and determine whether or not any additional clinical intervention is necessary. The goal in mind being that our Exercise Physiologist might be able to mitigate the potential for further injury by intervening and providing rehabilitative or corrective exercise prescription.
8. Informative Newsletter
- We plan on creating (or continuing) a regularly distributed WEFIT Newsletter where pertinent content, programming, nutritional and injury prevention information can be disseminated to the all OCFA Personnel. In addition we've discussed the idea of highlighting personnel who have accomplished certain personal goals related to fitness, nutrition or injury rehabilitation. Our Education Coordinator and Exercise Physiologist will be responsible for the content creation for the WEFIT Newsletter.

Dedicated Resources

In an effort to provide the necessary resources the WEFIT program requires, Hoag Executive Health will be assigning dedicated resources whose role and responsibilities will solely be WEFIT. Below is an outline of the dedicated resources for the program and a brief overview of their role in the education program.

1. Exercise Physiologist - Morgan Montalvo will be the Exercise Physiologist for the WEFIT program. In addition to performing the fitness and conditioning assessments during the physical exam, Morgan will also be focused on a number of education program responsibilities. Exercise and nutrition programming will be a key focus of Morgan's time, she will be the primary contact for all individual programming requests and will also be conducting all athletic training consultations and injury screens. Morgan will also coordinate our other coaching resources for the delivery of In-Station / Headquarters group training sessions acting as the "head coach" for all group workouts that will be delivered.
2. Education Coordinator - Ted Schaper will be the Education Coordinator for the WEFIT program. Ted's sole responsibility will be to develop the tangible collateral and materials aimed at promoting nutritional lifestyle change as well as working with Morgan to poll firefighter personnel during their physical exam to develop collateral, challenges and initiatives that meet the specific needs of OCFA firefighter personnel in the field. Ted will be tasked with ensuring that the WEFIT program is ever-evolving so that we can keep personnel engaged and interested in participating in both the annual WEFIT exam as well as engaging in the education and fitness program. Ted will take the micro information Morgan gathers and turn it into macro initiatives and programs aimed at supporting the fitness and education components of the WEFIT program.
3. Program Director - Justin Davis will be the Program Director for the WEFIT program. Justin will work with Ted and Morgan to filter, prepare and present the monthly and quarterly reports to OCFA administration. In addition, Justin will work with the Education Coordinator and Exercise Physiologist to develop the quarterly group education talk schedule and will personally select the speakers to ensure the content being delivered is specific to the needs of OCFA personnel.

Fitness Assessment

Below you'll see the 6 tests we plan on conducting - there are 3 other assessments that are listed with an asterisk, these are options that we plan on discussing with the WEFIT Coordinator and WEFIT team leads to determine which may also be included in the exam.

1. InBody
2. Functional Movement Screen
3. Hand Grip Dynamometer Strength Test
4. Push Up Test
5. Plank Test
6. VO2Max Test (with/without mask)

*Vertical Jump Test - Lower Body Power Test

*10RM Chest Press Machine / Barbell Bench Press and Leg Press Machine / Barbell Back Squat - Muscular Strength / Endurance Test

*Broad Jump Test - Lower Body Power Test

III. Fitness Fairs

1. VO2 Max (*gas exchange*) Testing
 - a. Baseline for all pre-academy participants
 - b. "Post Academy" progress VO2 Max testing

OCFA would be required to provide the treadmills or recumbent bikes used during testing – minimum of 4

2. In-Body BMI Assessment
 - a. Detailed assessment body mass index and report
3. Support Personnel
 - a. Assistance in administering the Functional Movement Screen along with information on addressing deficiencies and prior injuries which affect the test
 - b. Assisting with coaching and educating recruits on exercise programming, etc.
4. Recruit Exercise Programming
 - a. Creating standardized pre-academy recruit workout programs for a variety of established prerequisites (i.e. cardiovascular endurance, muscular endurance, power, etc.) that can be administered to recruits ahead of the academy starting.

EXHIBIT B: PRICING

Description of Services	Unit Cost
Standard Exams	
WEFIT Exam separate from pre-placement	\$897.00
Combined WEFIT Exam with Urban Search & Rescue Exam	\$1,472.50
Combined WEFIT Exam and HazMat Exam	\$1,472.50
Combined WEFIT Exam and DMV Medical Clearance	\$1,047.00
Combined WEFIT Exam and Crane Operator Medical Clearance	\$1,047.00
Post Deployment Medical Exam	\$595.00
California DMV Exam	\$395.00
Cancellation Fees*	
No-Show/Late Cancel (Unexcused)	50%
No-Show/Emergency Activities (Excused)	No Charge
No-Show/Other (Excused)	No Charge
Fitness Fair	
VO2 Max (gas exchange) Testing <i>OCFA would be required to provide the treadmills or recumbent bikes used during testing – minimum of 4</i>	\$85.00
In-Body BMI Assessment	\$10.00
Support Personnel (Per Coach)	\$100.00/Day
Recruit Exercise Programming	\$50.00/Hour
Individual Services	
SPECIFIED PROCEDURE	
Additional Health Questionnaires as Needed	\$0
Medical Record Review	\$0
Functional Capacity Assessment	\$50.00
ADMINISTRATIVE	
Record Review	\$75.00
Electronic Health Risk Assessment	\$0
Medical Records Transfer	\$75.00
ELECTROCARDIOGRAM (ECG)	
Resting Electrocardiogram	\$30.00
Treadmill – Fitness Assessment (Submaximal Gerkin Protocol)	\$150.00
Treadmill – Exercise Stress Test (Maximal Bruce Protocol)	\$1,200.00
Treadmill – WFI Protocol	\$150.00
Exercise EKG With O2 Consumption	\$150.00
ECG, Tracing	\$50.00

ECG, Report	\$25.00
Complete Echo Doppler	\$1,000.00
Complete Echo 2-d M-Mode	\$450.00
Stress Echo, Exercise Stress	\$1,200.00
Stress Echo, Tracing Only, Without Interpretation and Report	\$450.00
Stress Echo, Interpretation and Report	\$1,500.00
Holter Monitor, 24 HR Recording	\$150.00
Holter Monitor, 24 HR Monitor-scan	\$150.00
HEARING	
Audiogram	\$25.00
Audiology Evaluation Follow-up	\$250.00
Audiometry	\$25.00
IMMUNIZATIONS & DISEASE SCREENING	
Gamma Globulin Injection	\$581.70
Hepatitis A Vaccine (One Dose)	\$103.00
Hepatitis B Vaccine Series of 3	\$55.00
Hepatitis B Vaccine Booster	\$55.00
Hepatitis B Immune Globulin Injection 5ml	\$1,248.23
Hepatitis B Immune Globulin Injection 1ml	\$389.40
Hepatitis B Surface Antibody Test	\$55.69
Hepatitis C Antibody Test	\$34.00
HIV Antibody Test	\$55.75
Influenza Vaccine	\$35.00
Measles, Mumps & Rubella (MMR) Vaccine	\$95.00
Polio Vaccine	\$38.00
Tetanus/Diphtheria Vaccination	\$23.00
Tetanus/Diphtheria & Pertussis (Tdap) Vaccination	\$45.00
Tetanus Toxoid Vaccination	\$23.00
Tuberculosis Skin Test (PPD)	\$10.00
Twinrix Vaccine	\$142.73
Varicella Titer	\$29.25
Varicella Vaccine	\$143.00
MUSCULOSKELETAL	
Back Motion Test	\$50.00
Range of Motion Test	\$75.00
LAB	
Alcohol Test (Urine)	\$24.75
Blood Draw	\$12.75
Blood Lead	\$65.00

Comprehensive Metabolic Panel	\$11.75
CBC With Differential	\$5.75
Cholinestrase RBC	\$153.50
Cholinestrase Plasma	\$76.75
Cholesterol Panel	\$7.75
Direct Bilirubin	Incl in CMP
Drug Test Only (Urine)	\$23.75
Drug and Alcohol Test (Urine)	\$48.50
Heavy Metals – Urine Test	\$353.75
Hemoccult Slide	\$25.00
Hepatitis C Antibody Test	\$34.00
HIV Antibody Test	\$55.75
Liver Function Test	\$9.25
Lipid Panel	\$7.74
Prostate Specific Antigen (PSA)	\$20.50
Pregnancy Test (Urine)	\$10.50
Pap Test	\$192.00
Rectal Exam and Occult Blood	\$25.00
Stool for Occult Blood	\$25.00
Urinalysis (Dipstick)	\$10.00
Urinalysis (Microscopic)	\$5.25
Zinc Protoporphyrin	\$76.25
LUNGS	
Spirometry	\$41.00
OCCUPATIONAL EXPOSURES	
Blood and Body Exposure Evaluation	Variable
TREADMILL	
Treadmill/Cardiac Stress Test	\$500.00
VISION	
Visual Screening (Snellen chart)	\$20.00
Visual Screening (Titmus)	\$50.00
X-RAY	
Ankle	\$75.00
Any single view	\$75.00
Chest (L & R Oblique)	\$75.00
Chest (PA)	\$75.00
Chest (PA & Lateral)	\$75.00
Chest Shoulder	\$75.00
Elbow	\$75.00

Knee (weight bearing)	\$75.00
Lumbosacral spine (PA & Lateral)	\$75.00
Mammogram	\$115.00
Wrist	\$75.00

***Cancellations are as follows:**

No-Show - Late Cancel (Unexcused)

- Cancellation with less than 48-hours' notice. This slot will not be counted as a "No-Show/Late Cancel" if the slot can be filled by the OCFA WEFIT coordinator, with another OCFA client
- When a participant arrives for their scheduled appointment too late to allow for the WEFIT exam to occur

No-Show - Emergency Activities (Excused)

- If weather, fire conditions, or a major emergency (e.g., flood watch, red flag warnings, regional fires, major equipment or apparatus failure, earthquakes or similar hazard) occurs, then cancellation of all unnecessary activities may be required as OCFA's primary mission is to provide optimum emergency services
- OCFA will inform Provider of these emergencies as soon as possible

No-Show - Other (Excused)

- Individuals, who have gone on Worker's Compensation leave between the time that the WEFIT appointment is scheduled and the actual appointment, will be identified. OCFA (via the supervisor, WEFIT Coordinator or Risk Management Personnel) will inform Provider of these Worker's Compensation cases, and OCFA will not be charged for these appointments
- Similarly, if an individual misses an appointment due to sick leave, then OCFA will verify the sick leave during the verification process. OCFA will inform Provider of this sick leave and will not be charged for these appointments.

At the conclusion of each scheduled WEFIT exam day, the Provider will notify the OCFA WEFIT Coordinator of names of "No-Show / Late Cancel". The Provider will provide the WEFIT Coordinator documentation that will assist and support the evaluation of the "No-Show / Late Cancel" rates.

Orange County Fire Authority
DC2193 – Occupational Medical Services / Summary of Evaluation Process and Results

Evaluation

The evaluation team consisting of a Battalion Chief and support staff managers from Human Resources and Risk Management. The written proposals were evaluated based on the criteria and point structure as defined in the RFP:

- Method of Approach (25 points)
- Qualifications & Experience (25 points)
- Communications & Resources (10 points)
- Partnership Strength & Value-Added Features (15 points)
- Proposed Costs (25 points)

Based upon the scoring of the written proposals, both occupational medical service providers were asked to participate in the interview phase of evaluations. This portion of the RFP process allowed the evaluators to gain additional insight into the capabilities of each firm. It was also scored based on the criteria and point structure defined in the RFP:

- Presentation (15 points)
- Interview (20 points)

Based on the combined scores of the written proposal evaluation and interviews, UCI, the incumbent, emerged as the top ranked firm. The evaluation team recommended entering into negotiations with UCI. As part of the negotiations, OCFA requested a best and final offer (BAFO) for a three year contract. As a result of the BAFO received from UCI on January 9, 2018, OCFA will save approximately 12%.

	UCI			Occu-Med Ltd.		
Cost Proposal	\$222,680.00			\$280,349.00		
Evaluators	1	2	3	1	2	3
A. Method of Approach (250)	150.00	237.50	200.00	175.00	212.50	125.00
B. Qualifications & Experience (250)	175.00	237.50	250.00	175.00	212.50	75.00
C. Communication & Resources (100)	90.00	100.00	90.00	80.00	100.00	80.00
D. Partnership Strength & Value Added (150)	120.00	142.50	142.50	135.00	135.00	75.00
E. Proposed Cost (250)	250.00	250.00	250.00	198.57	198.57	198.57
Sum of Written Ratings	785.00	967.50	932.50	763.57	858.57	553.57
E. Presentation (150)	100.00	120.00	150.00	130.00	140.00	130.00
F. Interview Questions (200)	170.00	190.00	200.00	120.00	160.00	160.00
Sum of Interview Ratings	270.00	310.00	350.00	250.00	300.00	290.00
Total Written & Interview Ratings	1055.00	1277.50	1282.50	1013.57	1158.57	843.57
Ranking	1	1	1	2	2	2
Sum of Ranking	3.00			6.00		
Overall Rank:	1			2		

*BAFO Pricing resulted in savings of approximately



Orange County Fire Authority
AGENDA STAFF REPORT

Human Resources Committee Meeting
February 6, 2018

Agenda Item No. 4B
Discussion Calendar

Policy for Processing Complaints Against the Fire Chief

Contact(s) for Further Information

Brigette Gibb, Human Resources Director brigettegibb@ocfa.org

714.573.6353

Summary

This item is submitted for Committee review and recommendation to bring before the Board for adoption of a policy in processing complaints submitted against the Fire Chief.

Prior Board/Committee Action

On February 25, 2016, the Board requested that legal counsel draft a policy addressing complaints against the Fire Chief for Board review and approval.

On April 5, 2016, the Human Resources Committee (HRC) reviewed a draft policy and requested that legal counsel make revisions to the draft in order to delegate decision-making authority with respect to the handling of complaints against the Fire Chief to a subcommittee of the Board, consisting of the Chair, Vice-Chair, and Human Resources Committee Chair. Modifications consistent with the direction received from the HRC were made to this Policy, but due to the desire to have the procedure regarding investigating employee misconduct considered around the same time, staff is now bringing back the modified Policy pertaining to the processing of complaints against the Fire Chief.

RECOMMENDED ACTION(S)

Review and approve the proposed agenda item and direct staff to place the item on the agenda for the Board of Director's meeting of March 22, 2018, with the Human Resources Committee's recommendation that the Board adopt the policy as submitted.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Pursuant to his/her employment agreement, the Fire Chief serves at the pleasure of the Board. In turn, the Human Resources (HR) Director reports directly to the Fire Chief. While decisions about the handling of employee complaints are ordinarily made by the HR Director, in the event the Fire Chief is accused of misconduct, decisions about matters such as whether to place the Fire Chief on administrative leave, whether to conduct an investigation, and who should conduct the investigation must be made by the Board or another designated body or person with authority over the Fire Chief.

The revised draft policy was prepared by legal counsel and has been reviewed by Human Resources.

Attachment(s)

Proposed Policy for Processing Complaints Against the Fire Chief

MEMORANDUM

TO: Human Resources Committee
Orange County Fire Authority

FROM: Barbara Raileanu

DATE: May 26, 2016

RE: OCFA Board Policy and Procedure For Complaints Against Fire Chief

Notwithstanding other procedures set forth in OCFA policies, including General Order #42, Standing Operating Procedure AM 103.21, and the Grievance Procedures applicable to each respective bargaining unit, this Policy shall serve as the sole and exclusive procedure for addressing internal complaints against the Fire Chief.

The Board of Directors of OCFA hereby adopts the following policy and procedure to address such complaints.

1. Complaints alleging violations of state or federal law, policy violations, or fraudulent conduct exclusively against the Fire Chief of OCFA shall be referred to a subcommittee of the Board of Directors consisting of the Chair and Vice-Chair of the Board and the Chair of the Human Resources ("HR") Committee. Such allegations shall be set forth in writing and submitted to any member of this subcommittee, either directly or through the Human Resources Director, at the complaining party's choice.

2. Such Complaint must be filed immediately, or as soon as practicable, after the event or events which gave rise to the concern with either the HR Director, the OCFA Board Chair or Vice Chair or the HR Committee Chair. Once the Complaint is received, the HR Director will request the Complainant to provide, in writing, information substantiating the Complaint, including any and all witnesses to the alleged improper conduct as well as supporting documentation. The HR Director shall provide this information to the subcommittee members for their consideration.

3. As soon as possible after the Complaint and substantiating information is received by the subcommittee, the subcommittee shall schedule a special meeting with OCFA's Labor Counsel in attendance. The subcommittee shall have authority to determine whether, based on the nature of the Complaint, (a) the Fire Chief will be placed on a paid administrative leave; (b) an investigation is necessary; (c) the scope and nature of the investigation. If an outside investigation is deemed necessary, the subcommittee shall, with OCFA's Legal Counsel or outside legal counsel

(if deemed appropriate), select a qualified investigator to immediately commence an investigation. The subcommittee shall have authority to defer any of these decisions to the Board of Directors. In addition, the subcommittee shall have authority to delay the decision of whether to place the Fire Chief on administrative leave until after an initial evaluation of the merits of the Complaint has been provided by the selected investigator or after the subcommittee has spoken with the Complaining Party and/or the Fire Chief, as deemed necessary and appropriate by the subcommittee.

4. Any decisions regarding placement of the Fire Chief on paid administrative leave pending an investigation shall be based on a reasonable belief of one or more of the following: the Fire Chief's continued presence in the workplace during the investigation: (1) could pose a threat to the complaining employee or others, (2) could result in destruction of or tampering with OCFA property, or (3) could interfere with or jeopardize legitimate OCFA interests.

5. The Fire Chief may be notified after the subcommittee meeting, but no later than one day prior to his or her interview, that a Complaint has been filed against him or her or and / or that he or she has been placed on paid administrative leave. No specifics will be provided but only the general nature of the Complaint. The selected investigator shall have authority to schedule interviews and direct that employees participate.

6. The selected investigator or investigators shall prepare either a written or oral report of their findings (at the discretion of the subcommittee) and shall present their findings as soon as possible after the completion of all interviews and document review. The written report, if there is one, shall be provided to the subcommittee members prior to any meeting of the subcommittee for purposes of discussing the findings. Any oral reports will be provided to the subcommittee by the investigator or investigators during a properly agendaized special meeting of the Committee.

7. After the review and analysis of the investigation report is completed, the subcommittee shall make recommendations concerning any action that may be necessary to be taken to the Board of Directors.

8. Following final Board action, the Complainant and Fire Chief will receive notice whether the allegations were sustained, not sustained or unfounded through the Committee Chair. A "sustained" allegation is one which is supported by sufficient proof. An allegation which is "not sustained" is one where the evidence is not sufficient to prove or disprove the allegation. An "unfounded" allegation is one which is false or otherwise not based on valid facts. The Complainant will not be notified of the nature of any disciplinary action taken against the Fire Chief.