



Contract Number
20-596 A-2

SAP Number

County Administrative Office

Department Contract Representative	Matthew Erickson
Telephone Number	(909) 387-5423
Contractor	San Bernardino County Fire Protection District DUNS No. 027766398
Contractor Representative	Fire Chief Dan Munsey
Telephone Number	(909) 387-5779
Contract Term	Effective Date through June 30, 2022
Original Contract Amount	\$2,835,862
Amendment Amount	
Total Contract Amount	\$2,835,862
Cost Center	

AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE COUNTY OF SAN BERNARDINO AND THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT RELATED TO THE CARES ACT CORONAVIRUS RELIEF FUND FOR LOCAL GOVERNMENTS

WHEREAS, on March 4, 2020, the State of California declared a state of emergency as a result of the Coronavirus Disease 2019 (COVID-19) outbreak and on March 10, 2020, the County of San Bernardino (County) proclaimed the existence of a local emergency resulting from COVID-19; and

WHEREAS, on March 27, 2020, the United States Congress passed the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the COVID-19 pandemic; and

WHEREAS, pursuant to Section 5001 of the CARES Act, the County received a disbursement from the United States Department of the Treasury of money associated with the Coronavirus Relief Fund (Fund) for Local Governments under Section 601(a) of the Social Security Act, some of which may be transferred to other public entities for certain CARES Act purposes; and

WHEREAS, the Federal Catalog of Federal Domestic Assistance (CFDA) number for the Fund is 21.019; and

WHEREAS, the CARES Act provides that payments from the Fund may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and iii) were incurred during the period that begins March 1, 2020, and ends December 31, 2021, as amended by the Consolidated Appropriations Act, 2021; and

WHEREAS, on May 19, 2020 (Item No. 103), the Board of Supervisors for the County approved and the Board of Directors for the San Bernardino County Fire Protection District (SBCFPD) accepted the transfer from Fund in the amount of \$289,862 for the purchase of various equipment to assist the SBCFPD's Incident Management Team with responding to the COVID-19 pandemic; and

WHEREAS, on July 14, 2020 (Item No. 65), the Board of Supervisors for the County and the Board of Directors for SBCFPD approved County Contract No. 20-596 (Agreement) that authorized the transfer of CARES Act Fund dollars for SBCFPD expenditures identified in Exhibit "1," and CONFIRE expenditures identified in Exhibit "A," in order to provide additional COVID-19 emergency response to the residents of the County and SBCFPD; and

WHEREAS, on December 8, 2020 (Item No. 54), the Board of Supervisors for the County and the Board of Directors for SBCFPD approved Amendment No. 1 to the Agreement to reflect that the Chino Valley Independent Fire District will provide the project management nurse services for the Nurse Triage Program; and

WHEREAS, the CARES Act originally required that costs be incurred by December 30, 2020; and

WHEREAS, as referenced above, on December 27, 2020, President Trump signed into law the Consolidated Appropriations Act, 2021 that extended the date costs are required to be incurred under the CARES Act, from December 30, 2020 to December 31, 2021; and

WHEREAS, based on this extension, the first purpose of this Amendment No. 2 is to retroactively extend the cost incurred date in the Agreement to be consistent with the new cost incurred date of December 31, 2021; and

WHEREAS, the second purpose of this Amendment No. 2 is to provide additional reporting dates and clarify when a cost is incurred; and

WHEREAS, the third and final purpose of this Amendment No. 2 is to extend the term of the Agreement by one year, from June 30, 2021 to June 30, 2022, to account for the continued COVID-19 emergency, the extension of the CARES Act deadline to incur costs, from December 30, 2020 to December 31, 2021, and the need for additional time to close out this Agreement.

NOW, THEREFORE, in consideration of the above, the County and SBCFPD agree to amend the Agreement as follows:

1. DELETE Section 1 and replace it with a new Section 1, which provides as follows:

1. The CARES Act Fund.

a. This Agreement applies to following CARES Act Fund transfers:

- i. The transfer by the County of \$289,862 to SBCFPD for the purchase of various equipment to assist the SBCFPD's Incident Management Team with responding to the COVID-19 pandemic.

- ii. The transfer by the County of an amount not to exceed \$2,546,000 to SBCFPD on a reimbursement basis for SBCFPD expenditures identified in Exhibit "1", CONFIRE expenditures identified in Exhibit "A," and CVFD expenditures identified in Exhibit "I." Exhibit "1", Exhibit "A", and Exhibit "I" are attached hereto and incorporated herein by this reference. County acknowledges and agrees that SBCFPD will be administering the transfer of funds for the expenditures identified in Exhibit "A" and Exhibit "I" by separate agreements between SBCFPD and CONFIRE, as well as SBCFPD and CVFD, respectively. In the separate SBCFPD and CONFIRE agreement, CONFIRE shall provide SBCFPD on or before October 31, 2021, and on or before November 30, 2021, a report of actual cash expenditures to date under this Agreement, and estimated cash expenditures through December 31, 2021. SBCFPD shall provide said CONFIRE reports to County. County, through its Chief Executive Officer (CEO), in the CEO's sole discretion, reserves the right to reduce the transfer amount identified in this Agreement with fifteen (15) days advance written notice provided to SBCFPD. The reduction would be based: A) on CONFIRE's estimated cash expenditures through December 31, 2021, as identified in the October 31, 2021 and November 30, 2021 reports; or B) a later determination by the United States Department of the Treasury, County, or SBCFPD that the costs identified in this Agreement are ineligible for CARES Act funding.
- b. SBCFPD certifies that the use of funds submitted for reimbursement from the Fund under Paragraph 1.a.i. and Exhibit "1" of this contract will be used only to cover those costs that: i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and iii) were incurred during the period that begins March 1, 2020, and ends December 31, 2021. **For purposes of this Agreement, a cost is "incurred" as determined and provided by the United States Department of Treasury.**
- c. Based on a certification SBCFPD received from CONFIRE through an agreement between SBCFPD and CONFIRE, SBCFPD certifies that the use of funds submitted for reimbursement from the Fund under Exhibit "A" of this contract will be used only to cover those costs that: i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and iii) were incurred during the period that begins March 1, 2020, and ends December 31, 2021.
- d. Based on a certification SBCFPD received from CVFD through an agreement between SBCFPD and CVFD, SBCFPD certifies that the use of funds submitted for reimbursement from the Fund under Exhibit "I" of this contract will be used only to cover those costs that: i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and iii) were incurred during the period that begins March 1, 2020, and ends December 31, 2021.
- e. SBCFPD agrees that the funds provided pursuant to this Agreement cannot be used: i) as a revenue replacement for lower than expected tax or other revenue collections; or ii) for expenditures for which SBCFPD has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

- f. SBCFPD shall prepare and submit to County an invoice for reimbursement of eligible funding expenses identified in Paragraph 1.a., above. Invoices may be submitted to County as frequently as monthly. County shall reimburse to SBCFPD the amount of the invoices submitted within thirty (30) days of receipt.
- g. Both County and SBCFPD agree to comply with any and all CARES Act requirements, as well as any and all applicable County, SBCFPD, State, and Federal laws, regulations, policies and procedures pertaining to the funding described in this Agreement. County and SBCFPD shall comply with 2 CFR Part 200, including, but not limited to 2 CFR 200.303 (internal control), 200.330 through 200.332 (subrecipient monitoring and management), and subpart F (audit). The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by SBCFPD or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the County. County and SBCFPD also agree that as additional federal guidance becomes available, a contract amendment to this Agreement may become necessary.
- h. SBCFPD shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to County upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), SBCFPD shall maintain all documentation connected with its performance under this Agreement for a minimum of five (5) years from the date of the last payment made by County or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the County, the State or the United States Government during normal business hours at SBCFPD. Copies will be made and furnished by SBCFPD upon written request by County.
- i. SBCFPD shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support SBCFPD's requests for reimbursement which segregate and accumulate costs of SBCFPD and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCFPD. SBCFPD shall provide a monthly report of expenditures under this Agreement no later than the 20th day of the following month.
- j. SBCFPD shall cooperate in having an audit completed by County, at County's option and expense. Any audit required by the CARES Act will be completed by SBCFPD and/or CONFIRE, and/or CVFD, as applicable, at SBCFPD and/or CONFIRE and/or CVFD's expense.
- k. SBCFPD shall repay to County any reimbursement for CARES Act funding that is determined by subsequent audit to be unallowable under the CARES Act within the time period required by the CARES Act, but no later than one hundred twenty (120) days of SBCFPD receiving notice of audit findings, which time shall include an opportunity for SBCFPD to respond to and/or resolve the findings. Should the findings not be otherwise resolved and SBCFPD fail to reimburse moneys due County within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the CARES Act, County reserves the right to withhold future payments due SBCFPD from any source under County's control.

2. DELETE Section 3 and REPLACE it with a new Section 3, which provides as follows:

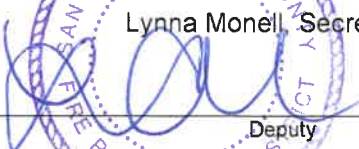
3. This Agreement is from the Effective Date defined in Paragraph 10 through June 30, 2022. **County shall only reimburse costs incurred through the dates identified in Exhibit "1", Exhibit "A", and Exhibit "I".** Paragraphs 1g through 1k, 4 and 5 shall survive the termination of this Agreement. The costs to be reimbursed under this Agreement do not include Research and Development as defined in 2 CFR 200.87, nor do they include indirect costs.
3. REPLACE Exhibit "1", Exhibit "A", and Exhibit "I" with a new Exhibit "1", Exhibit "A", and Exhibit "I" to the Agreement, all of which are attached hereto and incorporated herein by this reference.
4. The recitals of this Amendment No. 2 are incorporated into the Agreement by this reference.
5. All other terms and conditions of the Agreement shall remain the same.
6. This Amendment No. 2 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.
7. This Amendment No. 2 shall take effect on the date it is signed and approved by authorized representatives of both SBCFPD and the County.

IN WITNESS WHEREOF, the County of San Bernardino and the San Bernardino County Fire Protection District have each caused this Amendment No. 2 to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

► 
Curt Hagman, Chairman, Board of Directors

Dated: JUN 22 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By 
Lynna Monell, Secretary
Deputy

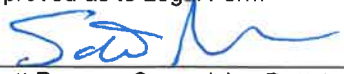
COUNTY OF SAN BERNARDINO

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 22 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By 
Lynna Monell, Clerk
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form
► 
Scott Runyan, Supervising Deputy County Counsel
Date 6/15/21

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Dan Munsey, Fire Chief/Fire Warden
Date _____

Exhibit "I"

Scope of Expenditures

1. The following is the scope of expenditures to be funded by the CARES Act Coronavirus Relief Fund For Local Governments received by the County of San Bernardino:

The following scope of expenditures sustains operations and increases dispatch capacity in support of the regional response to the current COVID-19 pandemic:

- **Emergency Community Nurse System (Nurse Triage Program):** As an accredited center for Emergency Medical Dispatch, CONFIRE has the ability to expand the Emergency Medical Dispatch (EMD) program to incorporate a nurse element that would allow for the further screening of certain calls that can assist in identifying potential COVID-19 or other communicable-disease cases and directing them to appropriate treatment and transportation options. A nurse provided by the Chino Valley Independent Fire District will provide project management services for the implementation of the nurse element. The nurse will remain an employee of Chino Valley Independent Fire District and shall work cooperatively with but have no supervision or control over nurses provided by the San Bernardino County Fire Protection District. Nurses provided by the San Bernardino County Fire Protection District and Chino Valley Independent Fire District help expand CONFIRE's dispatch capabilities by implementing protocols that help get patients/callers to the correct treatment site. This proactive approach of installing nurses in the dispatch center provides for the appropriate care and safety measures for all involved. The Nurse Triage Program includes any directly related CARES Act reimbursable: a) training; b) travel associated with the training; and c) other incidental costs and services.

The above program enables the San Bernardino County Fire Protection District to sustain and expand its capability for response to the COVID-19 pandemic.

The parties acknowledge and agree the following table shall act as not-to-exceed amounts under this Agreement for each program/project.

Program/Project	Original Estimate	Revised Estimate	Increase (Decrease)
Nurse Triage Program	\$130,000	\$130,000	\$0
Total	\$130,000	\$130,000	\$0

The use of CARES Act funds for this program is permissible as the costs for the San Bernardino County Fire Protection District:

- are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
 - were incurred during the period that begins March 1, 2020 and ends December 31, 2021.
2. Not-to-exceed amount of expenditures described in 1, above, incurred and paid during the period of July 1, 2020 through December 31, 2021 is \$130,000.
3. Test:
- a. Is the expense connected to the current COVID-19 emergency and, if yes, how?

Yes. COVID-19 is an ongoing pandemic. The expense will allow Emergency Medical Services (EMS) to respond better in the current COVID-19 pandemic.
 - b. Is the expense “necessary” due to the COVID-19 emergency and, if yes, how?

Yes, the expense is necessary to ensure efficiency in response, better protect first responders and to assure COVID-19 related patients are transported to appropriate destinations. The nurse triage capability helps relieve pressure on the first responders, ambulance providers, and emergency rooms, all while providing the citizens a path to the most appropriate care. The nurses direct the callers to the most appropriate destination for their condition utilizing such resources as: behavioral health facilities, chemical dependency facilities, urgent cares, clinics, or their primary health care provider.
 - c. If the expense includes meeting payroll expenses for public safety, public health, health care, human services, and similar employees, are these services substantially dedicated to mitigating or responding to the COVID-19 public health emergency and, if yes, how?

Resources are substantially dedicated to the COVID-19 crisis as nurses providing emergency medical services.
 - d. Is the expense filling a short fall in government revenues?

No
 - e. Is the expense funded through another budget line item, allotment or allocation, as of March 27, 2020?

No
 - f. True or false: The expense would not exist without COVID-19 OR would be for a “substantially different” purpose.

- i. If true, please explain.

CARES Act funding is necessary to provide immediate funding for this program in a manner that would help re-direct certain callers to more appropriate treatment options, thereby averting a dispatch to first responders. It will better protect first responders from COVID-19 and assure COVID-19 related patients are transported to appropriate destinations.

- g. The CARES Act Coronavirus Relief Fund is considered as federal financial assistance under the Single Audit Act and is subject to 2 CFR Part 200, including but not limited to 2 CFR 200.303 (internal control), 200.330 thru 2000.332 (subrecipient monitoring and management), and subpart F (audit). Does your agency have adequate policies and procedures in place to be in compliance with the requirements of 2 CFR Part 200 as prescribed by the Office of Management and Budget (OMB)?

Yes.

Exhibit “1”

Scope of Expenditures

1. The following is the scope of expenditures to be funded by the CARES Act Coronavirus Relief Fund For Local Governments received by the County of San Bernardino:

The following scope of expenditures sustains operations and increases dispatch capacity in support of the regional response to the current COVID-19 pandemic:

- **Emergency Community Nurse System (Nurse Triage Program):** As an accredited center for Emergency Medical Dispatch, CONFIRE has the ability to expand the Emergency Medical Dispatch (EMD) program to incorporate a nurse element that would allow for the further screening of certain calls that can assist in identifying potential COVID-19 or other communicable-disease cases and directing them to appropriate treatment and transportation options. A nurse provided by the Chino Valley Independent Fire District will provide project management services for the implementation of the nurse element. The nurse will remain an employee of Chino Valley Independent Fire District and shall work cooperatively with but have no supervision or control over nurses provided by the San Bernardino County Fire Protection District. Nurses provided by the San Bernardino County Fire Protection District and Chino Valley Independent Fire District help expand CONFIRE’s dispatch capabilities by implementing protocols that help get patients/callers to the correct treatment site. This proactive approach of installing nurses in the dispatch center provides for the appropriate care and safety measures for all involved. The Nurse Triage Program includes any directly related CARES Act reimbursable: a) training; b) travel associated with the training; and c) other incidental costs and services.
- **Regional Dispatch Improvements:** Investment in technological improvements at the Hesperia location. This investment has improved operations between CONFIRE’s two locations (Rialto and Hesperia). This investment will provide for full redundancy should one location or center become impacted by the COVID-19 pandemic or something similar. Funding also included the staffing necessary to support the Hesperia center. In addition, lessons learned from 9-1-1 centers located in impacted COVID-19 hot spots indicated that portable call-taking equipment is vital in increasing the capacity for multiple dispatch centers to work together.

The above programs/projects enable the San Bernardino County Fire Protection District to sustain and expand its capability for response to the COVID-19 pandemic with investment into critical infrastructure of the region.

The use of CARES Act funds for these programs/projects is permissible as the costs for the San Bernardino County Fire Protection District:

- are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
 - were incurred during the period that begins March 1, 2020 and ends December 31, 2021.
2. Not-to-exceed amount of expenditures described in 1, above, incurred and paid during the period of March 1, 2020 through December 31, 2021 is \$345,000.
3. Test:
- a. Is the expense connected to the current COVID-19 emergency and, if yes, how?

Yes. COVID-19 is an ongoing pandemic. The expense will allow Emergency Medical Services (EMS) to respond better in the current COVID-19 pandemic.
 - b. Is the expense “necessary” due to the COVID-19 emergency and, if yes, how?

Yes, the expense is necessary to ensure efficiency in response, better protect first responders and to assure COVID-19 related patients are transported to appropriate destinations. The nurse triage capability helps relieve pressure on the first responders, ambulance providers, and emergency rooms, all while providing the citizens a path to the most appropriate care. The nurses direct the callers to the most appropriate destination for their condition utilizing such resources as: behavioral health facilities, chemical dependency facilities, urgent cares, clinics, or their primary health care provider.
 - c. If the expense includes meeting payroll expenses for public safety, public health, health care, human services, and similar employees, are these services substantially dedicated to mitigating or responding to the COVID-19 public health emergency and, if yes, how?

Resources are substantially dedicated to the COVID-19 crisis as dispatchers, and nurses providing emergency medical services.
 - d. Is the expense filling a short fall in government revenues?

No
 - e. Is the expense funded through another budget line item, allotment or allocation, as of March 27, 2020?

No
 - f. True or false: The expense would not exist without COVID-19 OR would be for a “substantially different” purpose.
 - i. If true, please explain.

CARES Act funding is necessary to provide immediate funding for this program in a manner that would help re-direct certain callers to more appropriate treatment options, thereby averting a dispatch to first responders. It will better protect first responders from COVID-19 and assure COVID-19 related patients are transported to appropriate destinations.

- g. The CARES Act Coronavirus Relief Fund is considered as federal financial assistance under the Single Audit Act and is subject to 2 CFR Part 200, including but not limited to 2 CFR 200.303 (internal control), 200.330 thru 2000.332 (subrecipient monitoring and management), and subpart F (audit). Does your agency have adequate policies and procedures in place to be in compliance with the requirements of 2 CFR Part 200 as prescribed by the Office of Management and Budget (OMB)?

Yes.

Exhibit "A"

Scope of Expenditures

1. The following is the scope of expenditures funded by the CARES Act Coronavirus Relief Fund For Local Governments received by the County of San Bernardino:

The following scope of expenditures sustains operations and increases dispatch capacity in support of the regional response to the current COVID-19 pandemic:

- **CAD to CAD Program:** The Regional Computer Aided Dispatch (CAD) to CAD program allows for the coordinated communication, assignment and tracking of resources during calls-for-service. CAD to CAD enables disparate CAD systems to communicate through a network-based hub that translates information from one CAD to another in real time. CAD to CAD has allowed multijurisdictional agencies to respond to the COVID-19 emergency quicker, more efficiently, and in a safer manner.

Proving the following benefits:

- Real-time situational awareness and common operating picture between neighboring communications centers.
 - Expedites resource requests between agencies, potentially reducing response times across jurisdictional boundaries.
 - Improves the transmission and update of incident information to responders.
 - Facilitates information flow of real-time information to all San Bernardino County responders regardless of jurisdiction.
-
- **Regional Dispatch Improvements:** Investment in technological improvements at the Hesperia location. This investment has improved operations between CONFIRE's two locations (Rialto and Hesperia). This investment will provide for full redundancy should one location or center become impacted by the COVID-19 pandemic or something similar. Funding also included the staffing necessary to support the Hesperia center. In addition, lessons learned from 9-1-1 centers located in impacted COVID-19 hot spots indicated that portable call-taking equipment is vital in increasing the capacity for multiple dispatch centers to work together.
-
- **Emergency Community Nurse System (Nurse Triage Program):** As an accredited center for Emergency Medical Dispatch CONFIRE has been able to expand its Emergency Medical Dispatch (EMD) program and incorporated a nurse element that allows for the further screening of certain calls- identifying potential COVID-19 or other communicable-disease cases and directing them to the appropriate treatment and transportation options. This proactive approach of installing nurses in the dispatch center provides for the appropriate care and safety measures for all involved.

CONFIRE has been proactive in search for additional funding to support efforts listed above. Urban Areas Security Initiative (UASI) funding became available and CONFIRE was successfully awarded funds for their CAD to CAD program. This has allowed original allocated CARES Act funding to become available for the other initiatives. The Nurse Triage Program has proven to

be critical initiative in the fight against COVID and CONFIRE would like to amplify it further by reallocating \$500,000 CARES Act funding from the CAD to CAD program to the Nurse Triage Program. The \$500,000 reallocation of CARES Act funds from the Regional CAD to CAD Program to the Nurse Triage Program does modify the estimated cost of these programs as reflected in the following table, which the parties acknowledge and agree shall act as not-to-exceed amounts under this Agreement for each program/project. Any future reallocations of CARES Act funds, modifying the revised cost estimate identified in the below table, for a specific program/project by an aggregate amount of no more than 10%, and which modification does not increase the total not-to-exceed amount, may be approved by authorized representatives of the parties in writing without an amendment to this Agreement.

Program/Project	Original Estimate	Revised Estimate	Increase (Decrease)
Regional Dispatch Improvements	\$1,061,000	\$1,061,000	\$0
Nurse Triage Program	\$360,000	\$860,000	\$500,000
Regional CAD to CAD Program	\$650,000	\$150,000	(\$500,000)
Total	\$2,071,000	\$2,071,000	\$0

The use of CARES Act funds for these programs/projects are permissible as these costs:

- are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - were not accounted for in the budget approved as of March 27, 2020 (the date of enactment of the CARES Act); and
 - were incurred during the period that begins March 1, 2020 and ends December 31, 2021.
2. Not-to-exceed amount of expenditures described in 1, above, incurred and paid during the period of March 1, 2020 through December 31, 2021 is \$2,071,000.
3. Test:
- a. Is the expense connected to the current COVID-19 emergency and, if yes, how?

Yes. COVID-19 is an ongoing pandemic. The expense will allow Emergency Medical Services (EMS) dispatched by CONFIRE to respond better in the current COVID-19 pandemic and subsequently.
 - b. Is the expense “necessary” due to the COVID-19 emergency and, if yes, how?

Yes, the expense is necessary to ensure efficiency in response, better protect first responders and to assure COVID-19 related patients are transported to appropriate destinations. The nurse triage capability will help re-direct certain callers to more

appropriate treatment options, thereby averting a dispatch to first responders. CAD to CAD ensures agencies can effectively communicate details related to COVID-19 responses and improve overall regional situational awareness and resource management.

- c. If the expense includes meeting payroll expenses for public safety, public health, health care, human services, and similar employees, are these services substantially dedicated to mitigating or responding to the COVID-19 public health emergency and, if yes, how?

Resources are substantially dedicated to the COVID-19 crisis as dispatchers, and first responders providing emergency medical services.

- d. Is the expense filling a short fall in government revenues?

No

- e. Is the expense funded through another budget line item, allotment or allocation, as of March 27, 2020?

No

- f. True or false: The expense would not exist without COVID-19 OR would be for a “substantially different” purpose.

- i. If true, please explain.

CARES Act funding is necessary to provide immediate funding for these programs in a manner that would expedite their deployment during the COVID-19 pandemic and increase the number of agencies that could participate.

- g. The CARES Act Coronavirus Relief Fund is considered as federal financial assistance under the Single Audit Act and is subject to 2 CFR Part 200, including but not limited to 2 CFR 200.303 (internal control), 200.330 thru 200.332 (subrecipient monitoring and management), and subpart F (audit). Does your agency have adequate policies and procedures in place to be in compliance with the requirements of 2 CFR Part 200 as prescribed by the Office of Management and Budget (OMB)?

Yes.