INTERAGENCY AGREEMENT
(Agency Provides Services)

Number 23-228-13
Fund/Org # As Coded
Account # As Coded

   Department: Health Services – Emergency Medical Services ("EMS Agency")
   Subject: Prehospital Emergency Medical Paramedic First Responder Services and Emergency
            Ambulance Services

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following
   named Agency mutually agree and promise as follows:
   Agency: MORAGA/ORINDA FIRE PROTECTION DISTRICT
           (hereinafter "District" or "Agency" or "Contractor")
   Capacity: Fire District (Public Agency)
   Address: 1280 Moraga Way, Moraga, California 94556

3. Term. The effective date of this Agreement is October 1, 2019, and it terminates on September 30, 2022
   unless sooner terminated as provided herein.

4. Payment Limit. County’s total payments to Agency under this Agreement shall not exceed $278,244.

5. County’s Obligations. County shall pay Agency for its provision of the services as set forth in the attached
   Payment Provisions, which are incorporated herein by reference, subject to all the terms and conditions
   contained or incorporated herein.

6. Agency’s Obligations. Agency shall provide those services and carry out that work described in the Service Plan
   attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or
   incorporated herein.

7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions
   (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Agreement implements in whole or in part the following described Project, the application and
   approval documents of which are incorporated herein by reference: Not Applicable

9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities:

10. Signatures. These signatures attest the parties’ agreement hereto:

    COUNTY OF CONTRA COSTA, CALIFORNIA

    | BOARD OF SUPERVISORS |
    | ATTEST: Clerk of the Board of Supervisors |
    | Chairman/Designee |
    | By |

    AGENCY

    | By (Signature of authorized Agency Representative) |
    | Print name and title A |

    | By (Signature of authorized Agency Representative) |
    | Print name and title B |

Form A4 (Page 1 of 1)
STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On September 6, 2019 (Date), before me, Sean Tedlock, Notary Public personally appeared

on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they signed(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature of Notary Public

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §189)

APPROVALS

RECOMMENDED BY DEPARTMENT
By: [Signature]

FORM APPROVED COUNTY COUNSEL
By: [Signature]

APPROVED: COUNTY ADMINISTRATOR
By: [Signature]

Designee

Form L-2 (Page 1 of 1)
PAYMENT PROVISIONS
(Fee Basis Contracts – Long Form)

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

   [ ] a. $___________ monthly,

   [ ] b. $___________ per unit, as defined in the Service Plan,

   [ ] c. $___________ after completion of all obligations and conditions herein, or

   [X] d. County will pay Contractor in accordance with Exhibit C, which is incorporated herein by reference and attached.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1 (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2 (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _[ ]_ District  _[ ]_ County Dept.
I. Service Activities.

A. **Scope of Services.** District shall provide prehospital emergency medical first responder services (First Responder Services) and emergency ambulance services as requested by County’s designated public safety dispatch center(s), in County-specified Emergency Response Area (ERA) 3, and in those portions of ERA I which are contained within the Moraga-Orinda Fire District (Service Area), delineated in the current copy of the map entitled “Emergency Response Areas of Contra County”, as amended, which is on file in the office of the Sheriff-Coroner and Clerk of the Board of Supervisors and subject to all the terms and conditions contained or incorporated herein. Such services shall be provided in accordance with requirements of the Prehospital Emergency Medical Care Act, of Health and Safety Code Section 1797 et seq., and all relevant regulations promulgated thereunder (the “ACT”), which are incorporated herein by reference, and in accordance with any amendments or revisions thereof. Such services shall be provided until patient care is assumed by County Emergency Medical Services Agency (EMS Agency) designated ambulance personnel, receiving facility personnel, or until the patient has refused medical care or ambulance transportation. In performing services hereunder, District shall work cooperatively with the EMS Agency, or its designee, (“Contract Manager”). The terms defined in the ACT used in the Agreement shall have the same meaning as defined in the ACT, unless otherwise specified.

B. **Basic Services.** District shall perform the following services to complete satisfaction of the County and its EMS Agency.

1. First Responder Services.
   a. District shall provide First Responder Services without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Agreement.
   b. District shall provide First Responder Services in accordance with an EMS Agency-approved enhanced first responder program paramedic, and shall provide paramedic services as part of an advanced life support program approved by the EMS Medical Director.

2. District shall assure that all personnel are familiar with the EMS Agency’s policies and procedures, EMS system design, County multicasualty incident plan, medical radio communications (ambulances, base hospitals, County), medical equipment utilization and maintenance, and Paramedic and EMT roles and responsibilities on first responder paramedic units or ambulances prior to assignment on a first responder unit or ambulance, as defined in Section II.A., below. District shall provide training, as approved by the EMS Agency, to prepare non-paramedic responders to assist a first responder paramedic in providing patient care.

3. District shall participate in an approved fire first responder defibrillation program.

4. District agrees that the performance of services under this Agreement shall conform to high professional standards and shall comply with all applicable emergency medical policies and guidelines as established by the EMS Agency.

5. District shall designate one staff person with overall responsibility for EMS program coordination.

Initials: ____________________  ____________________
District                    County Dept.
6. District shall provide First Responder Services and emergency ambulance services without regard to patient’s race, color, national origin, religious affiliation, age, sex, or ability to pay.

C. **Ambulance Services.** District shall provide emergency ambulance services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, of the full term of this Agreement.

II. **Performance Standards.**

A. **Staffing.**

1. **First Responder Unit Staffing.**
   
   a. District shall ensure that personnel normally assigned to respond to emergency medical requests are EMT’s currently certified in California, or paramedics currently licensed in California and accredited in Contra Costa County.
   
   b. District shall staff each first responder paramedic unit with at least one (1) paramedic.

2. **Ambulance Staffing.**
   
   a. Subject to Section III.B.3 below, all ambulances providing emergency ambulance services under this Agreement shall be staffed and equipped to provide advanced life support (ALS) care. A paramedic shall be the primary caregiver for all patients, and shall accompany patients in the back of the ambulance in accordance with current EMS policy.
   
   b. District may send Basic Life Support (BLS) units staffed with two (2) EMT’s to requests for multi-unit response and to any calls in which a County designated Communications Center determines BLS response is appropriate according to emergency medical dispatch protocols and procedures approved by County.

B. **Response Time Performance Standards.** District's response time on requests for emergency medical service originating from within the Service Area shall meet the response time standard (“Response Time Standard”), as set forth herein, as measured within any calendar month:

1. **First Responder Services Response - Basic Life Support (BLS).** District shall endeavor to assure that a fire response vehicle, equipped and staffed as required by this Section II, (First Responder Unit) is at the scene of each emergency call for medical assistance within seven minutes and thirty seconds (7:30 minutes) of dispatch for not fewer than 90% of responses.

2. **First Responder Services Response - Advanced Life Support (ALS).** District shall endeavor to assure paramedic response to 90% of emergency medical calls in District’s Service Area within ten (10) minutes of dispatch for those calls categorized as requiring Advance Life Support services according to emergency medical dispatch protocols.
   
   a. Said paramedic response may be by District’s paramedic First Responder Unit or by emergency ambulance.
   
   b. District shall notify EMS Agency within ten (10) working days following the last day of each month of circumstances that may result in that standard not being met.

3. **Ambulance Response.**

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Initials: [Signature]  [Signature]  [Signature]
a. **Potentially Life Threatening Emergency Response.** (Priority 1 - Currently dispatched as Code 3). When contacted by a County designated Communications Center, District shall dispatch paramedic ambulances to at least 90% of potentially life threatening emergency ambulance requests originating within District’s Service Area with a maximum response time of eleven minutes, fifty-nine seconds (11:59) in sub-areas designated urban/suburban, and with a maximum response time of twenty (20) minutes in sub-areas designated as rural as set forth in Exhibit A, attached hereto and incorporated herein by this reference. A detailed map delineating urban/suburban and rural sub-areas and a detailed map description are on file at the Emergency Medical Services Agency office at 1340 Arnold Drive, Suite 126, Martinez, CA., which documents are incorporated herein by this reference.

b. **Non-Life Threatening Emergency Response.** (Priority 2 - To be defined by mutual agreement between District and County). District shall dispatch a paramedic ambulance to non-life threatening Priority 2 emergency ambulance requests received from a County designated Communications Center with a maximum response time of fifteen minutes and zero seconds (15:00) in designated urban/suburban areas and a maximum response time of thirty minutes and zero seconds (30:00) in designated rural areas, as set forth in Exhibit A, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.

c. **Non-Emergency Response.** (Priority 3 - Currently dispatched as Code 2). District shall respond a paramedic ambulance to all non-emergency ambulance requests received from a County designated Communications Center with a maximum response time of thirty minutes and zero seconds (30:00) in designated urban/suburban areas and a maximum response time of forty-five minutes and zero seconds (45:00) in designated rural areas, as set forth in Exhibit A, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.

C. **Response Time Calculation.** District’s response times shall be calculated on a monthly basis to determine compliance with the standards set forth in Section II.B.1-3 above. Response times are calculated from the time District receives the request (disconnect time) until the ambulance unit arrives at the nearest public road access to the scene, or is cancelled by a public safety agency.

1. **Time Call Received.** For all requests for service, the term "Time Call Received" means the earlier of either: (i) the time when an Emergency Medical Dispatch Center that directly dispatches the Ambulance receives adequate information to identify the location of the call and the priority level, and dispatches the call; or (ii) the time when an Emergency Medical Dispatch Center that directly dispatches the Ambulance receives adequate information to identify the location of the call and the priority level, and resources have been assigned, plus thirty (30) seconds.

2. **Arrival On-scene Time.**
   a. Arrival on-scene time shall mean the moment a first responder unit or ambulance crew notifies District’s Communications Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient.
   b. In situations where the first responder unit or ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents,
ambulance arrives at the designated staging location or nearest public road access point to the patient’s location.

3. **Failure to Report Arrival On-scene Time.** In instances when first responders or ambulances fail to report an "on scene" time, the time of the next communication with that first responder or ambulance shall be used as the "at scene" time. However, District may be able to document the actual arrival time through another means (e.g. First responder unit, AVL, communications tapes/logs, etc.) so long as an auditable report is produced.

4. **Ambulance Upgrades.** If an assignment is upgraded prior to arrival on scene of emergency ambulance, (e.g. from Priority 2 to Priority 1), District’s compliance shall be calculated based on the shorter of:
   
a. Time elapsed from call receipt to time of upgrade plus the higher priority Response Time Standard; or
   
b. The lower priority Response Time Standard.

5. **Ambulance Downgrades.** If a call is downgraded prior to arrival on scene of emergency ambulance, (e.g. from Priority 1 to Priority 2), District’s compliance shall be determined as follows:
   
a. If the time of the downgrade occurs after the ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or,
   
b. If time of downgrade occurs before ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases documentation must be presented for validation of the reason why the priority status was downgraded. If downgrade was justified in the sole discretion of Contract Manager, the longer standard will apply.

6. **Ambulance Reassignment Enroute.** If an emergency ambulance is reassigned enroute or turned around prior to arrival on the scene by the ambulance, (e.g. to respond to a higher priority request), compliance will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

D. **Response Time Exceptions.** In the calculation of District’s performance to determine compliance with the Response Time Standards, every emergency request from a County designated Communications Center originating from within District’s assigned Service Area, shall be included except as follows:

1. **Responses During a Multicasualty Incident or Disaster.** The Response Time Standards may be suspended during a declared multicasualty incident, medical advisory, or disaster within the County, or during a declared disaster in a neighboring jurisdiction to which ambulance aid is being provided as requested by County when Contract Manager determines that said event has had a material impact on availability of District’s resources.

2. **Good Cause.** Under the direction of the County Health Services Department Director, Contract Manager may allow exceptions to the Response Time Standards for good cause as determined in his sole discretion. At a minimum, the asserted ground(s) for exception must
have been a substantial factor in producing a particular excess response time and District must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, incorrect or inaccurate dispatch information received from County Communications Center; disrupted voice or data radio transmission; mobile data terminal failure; material change in dispatch location; Computer Aided Dispatch (CAD) failure; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by road construction or inclement weather, e.g., fog; unavoidable delays caused by trains; when units are providing County authorized mutual aid; when hospital(s) are on emergency department diversion or trauma center bypass when said diversion or bypass can be shown to affect response times; and off-road locations.

3. **Standby.** When one or more of District's Advanced Life Support (ALS) ambulances have been placed on standby status not including the first one hour of standby, provided, however, that District gave prior notice to County that said standby may limit District's ability to meet Response Time Standards.

E. **Application for Exception.** It is District's responsibility to apply to Contract Manager for a required response time exception.

1. **Exception Request Procedure.** For each response time exception request, District shall submit detailed documentation, to Contract Manager or designee in writing within ten (10) working days following the last day of the month. Contract Manager shall notify District of granting or denial of said exception request within ten (10) working days of receipt of request.

2. Equipment failure, traffic congestion not caused by the incident, ambulance failure, District dispatch error or other causes deemed to be within District's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

F. **Documentation of Response Times.** District shall document and report on all First Responder Services and Ambulance Services responses, all times necessary to determine the total first responder and ambulance response times, including but not limited to time call received by District's dispatch center; time call received by District; time first responder units assigned; time ambulance crew assigned; time first responder unit enroute to scene; time ambulance enroute to scene; if first responder unit or ambulance cancelled enroute; time cancelled prior to arrival on scene; first responder unit arrival at scene time; ambulance arrival at scene time; time ambulance enroute to hospital; and arrival at hospital time. All times shall be recorded on a Patient Care Report Form (PCR) and automatically documented in District's computer aided dispatch system.

G. **Response Time Performance Data Report.**

1. **Response Time Data Utilization.**
   a. District shall use response time data in an on-going manner to evaluate District's performance and compliance with Response Time Standards in an effort to continually improve its response time performance levels.

Initials: [Signatures]  
District  
County Dept.
b. District shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

2. **Penalty for Failure to Provide Data to Determine Compliance.**
   a. Each and every time a first responder unit or an emergency ambulance unit is dispatched, and the crew fails to report and document an on-scene time, this shall be considered a failure to report data to determine compliance. District, in order to rectify the failure to report an on-scene time, may demonstrate to the satisfaction of Contract Manager an accurate on-scene time.
   b. Where an on-scene time cannot be provided for a particular emergency call, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

H. **Work and Services.** District shall comply with all applicable State and local laws and regulations, and County EMS policies, procedures and protocols.

I. **Deployment Plan.**
   1. **First responder Units.**
      a. District shall provide the EMS Agency with a current deployment plan specifying the total number of paramedic first responder units with station location for each.
      b. District shall promptly notify the EMS Agency in writing of permanent changes in deployment plan.

   2. **Ambulances.**
      a. District shall provide Contract Manager with a current deployment plan specifying all ambulance stations and number of vehicles to be deployed during each hour of the day, and each day of the week, upon request of Contract Manager for contract monitoring purposes.
      b. District shall submit proposed changes in the ambulance deployment plan in writing to Contract Manager thirty (30) days before implementation. Contract Manager may waive the thirty (30) day notice if Contract Manager determines that an emergency adjustment to the plan is needed to correct an acute performance problem.

3. District acknowledges and agrees with the EMS system goal to achieve the Response Time Standards specified herein and to achieve timely responses in each community served.
   a. District shall therefore endeavor to deploy ambulance resources in a manner consistent with this goal.
   b. If, as a result of local zoning or use restrictions, District is unable to obtain adequate ambulance station locations, District may request exclusion of designated areas from the Response Time Standard. Contract Manager shall take into account District's diligence in seeking station locations and any necessary permits in granting or denying exclusion.
III. Clinical and Employee Performance Standards.

A. Continuous Quality Improvement (CQI) Program. District shall maintain a CQI program that has been approved by Contract Manager, consistent with California Code of Regulations, Title 22, Division 9, Chapter 12, and County's CQI program. Any amendments to District’s CQI program are subject to approval by Contract Manager.

1. Clinical Quality Improvement Staff Commitment. District shall provide a Registered Nurse or a qualified EMT-Paramedic experienced in prehospital care, emergency medicine and/or prehospital quality improvement to implement and oversee its on-going CQI program. This individual shall be responsible for the prehospital quality improvement program for all services provided pursuant to this Agreement.

2. Quality Improvement Processes.
   a. District’s CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care.
   b. District agrees that District’s prehospital CQI staff shall participate in EMS system related QI meetings, activities, and QI project teams.
   c. Personnel participating in the oversight of District’s prehospital quality improvement program shall complete an Institute of healthcare Improvement (IHI) Certificate for Patient Safety, Quality and Leadership or equivalent within the first 12 months of hire. If the IHI certificate is chosen to comply with this requirement tuition will be reimburse by the EMS Agency.
   d. District shall review their prehospital performance indicators quarterly and engage in performance improvement activities for those indicators as needed.
   e. District shall have a process to evaluate and report on patient satisfaction as part of their quality program.

3. Data Gathering and Quality Improvement Efforts. District shall cooperate with County’s efforts to fully integrate electronic records and alignment of data sets. Full integration is intended to:
   a. Allow for quantitative reporting of overall clinical performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison and greater collaborative research opportunities.
   b. Provide real-time data to District for use in fire CQI activities.

   a. Use benchmarking, along with other CQI tools, to evaluate and set goals for improving the clinical and non-clinical performance of District’s personnel. District shall provide periodic reports detailing progress in those performance items according to a schedule approved by Contract Manager;
   b. Provide data developed through District’s CQI process to the EMS Agency for use in evaluating EMS system performance and in setting system improvement goals; and

Initials: District
County Dept.
c. Incorporate any County-approved benchmarking tools developed during the Contract period into District’s CQI process.

5. **EMS System CQI Activities.** District shall participate in system related CQI activities and CQI project teams.

6. **EMS Event Reporting.** District shall notify County of any occurrences (EMS Events) that could impact the certification, accreditation or licensure of any prehospital personnel in compliance with EMS Event Reporting Policy.

B. **Personnel**

1. **Credentials.** All of District's personnel responding to emergency medical requests shall be currently and appropriately credentialed.
   
   a. District shall retain on file, at all times, copies of current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services under this Agreement.
   
   b. District shall maintain a mechanism for assuring that EMS personnel credentials are current.
   
   c. District shall provide County with a list of District’s currently employed paramedics and EMTs, and shall update that list whenever a paramedic or EMT leaves or enters District’s employ.

2. **Paramedic Minimum Qualifications.** District’s paramedic personnel assigned to provide paramedic service under this Agreement must meet all the following minimum qualifications:
   
   a. Currently licensed as a paramedic in the State of California;
   
   b. Currently accredited as a paramedic in Contra Costa County;
   
   c. Currently certified in Advanced Cardiac Life Support (ACLS) according to the American Heart Association standards or has successfully completed similar training as approved by the EMS Medical Director;
   
   d. Currently certified in Basic Trauma Life Support (BTLS) according to the American College of Emergency Physicians, or, in Prehospital Trauma Life Support (PHTLS) according to the American College of Surgeons or has successfully completed similar training as approved by the EMS Medical Director;
   
   e. Currently certified in one of the following: Pediatric Education for Prehospital Professionals (PEPP), Pediatric Advanced Life Support (PALS) or has successfully completed similar training as approved by the EMS Medical Director; and
   
   f. Currently certified in cardiopulmonary resuscitation (CPR) equivalent to American Heart Association’s Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider level and automatic electronic defibrillator utilization.
SERVICE PLAN

3. **Emergency Medical Technician (EMT) Minimum Qualifications.** District’s EMT personnel assigned to provide EMT service under this Agreement must meet the following minimum qualifications:

a. Currently certified as an EMT in the State of California; and

b. Currently certified in cardiopulmonary resuscitation (CPR) equivalent to American Heart Association’s Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider level and automatic electronic defibrillator utilization.

4. **Company Orientation and On-Going Preparedness.** District shall orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, District’s policies and procedures; EMS system overview; EMS policies and procedures; radio communications; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within County and in surrounding areas; and ambulance and equipment utilization and maintenance.

C. **Field Supervision.** District shall provide field supervision at all times; and within Contra Costa County, an on-duty employee or officer authorized to act on behalf of District in all operational matters as a field supervisor.

D. **Confidentiality and HIPAA.** Both County and District agree to take appropriate steps to maintain confidentiality of patient data used in quality improvement processes. Both County and District agree to comply with requirements of State and Federal law, including the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH).

E. **Assaultive Behavior Management Training.** District shall provide all first responder personnel with the training, knowledge, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems as well as difficult or potentially difficult scenes on an ongoing basis.

F. **Provisional Assignment.** Paramedics with less than two years full-time equivalent experience as a paramedic shall complete a District provisional assignment approved by the EMS Agency Medical Director before being assigned as the single paramedic on a first responder unit or ambulance. The provisional assignment program shall include the review of each patient contact within 72 hours of call by District until District is satisfied with the performance of the new paramedic.

G. **Preventative Health Care.** District shall offer immunizations and health screening to its at risk personnel in accordance with Federal, State and County requirements.

H. **Infection Control.** District shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure.

I. **Critical Incident Stress Debriefing.** District shall establish a critical incident stress-debriefing program and an ongoing stress reduction program for its employees. These programs shall be submitted to Contract Manager for approval.

Initials: [Signature]
District
[Signature]
County Dept.

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J. **Joint Training.** District will participate in joint training programs with ambulance services, hospital personnel, and dispatch centers as developed in conjunction with the EMS Agency.

K. **Contra Costa County’s Safely Surrender Baby Program.**
   1. District personnel will be trained in the roles and responsibilities of the Contra Costa County Safely Surrendered Baby Program.
   2. Fire Stations designated as Safely Surrender Sites will have appropriate signage and have reliable process to store and replace newborn safely surrender kits.

L. **EMS System Training.**
   1. Fire-EMS Training Consortium Curriculum: Fire Department shall have a reliable process to conduct training produced by the Fire-EMS Training Consortium.
      a. Contra Costa EMS recognizes that some consortium training may require modification to meet District needs.
      b. District will work with the EMS Agency to prioritize training appropriately.
   2. District training on the County EMS Multi-Casualty Incident Plan shall be conducted during training academies and provide semi-annually review and training for Fire-EMS personnel.
      a. Training will cover a basic orientation to the plan, notifications levels, communications, roles and responsibilities and patient triage and distribution.
      b. Functional and field exercises supporting interagency training are recommended.
      c. District will work with the EMS Agency to continuously evaluate and improve Multi-Casualty Incident Plan training and performance.
   3. District will submit an annual report on training of personnel including:
      a. Number and percentage of personnel trained on MCI plan.
      b. Number and percentage of personnel trained on required EMS Update Training.
      c. Number and percentage of personnel trained on recommended Fire-EMS Training Consortium Curriculum.

IV. **Vehicles and Equipment.**

A. **Vehicles.**
   1. Ambulance vehicles shall meet the standards of Title 13, California Code of Regulations.
   2. Frontline ambulances shall not exceed 195,000 miles on the chassis.

B. **Vehicle Marking.**
   1. Ambulance vehicles used in providing contract services shall bear the markings "Contra Costa County Emergency Medical Services" on both sides. Such vehicles shall display the "911" emergency telephone number and state the level of service, "Paramedic Unit", on both sides.
   2. Ambulance vehicles shall be marked to identify the district name, but shall not display any telephone number other than 911 or any other advertisement.

C. **Vehicle Maintenance.** District shall maintain its vehicles in good working order, consistent with manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate.

Initials: [Signatures]
District | County Dept.
SERVICE PLAN

Such repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

D. **General Equipment.**

1. All of District's first responder units and ambulances shall carry all emergency supplies and equipment identified in the County EMS Equipment and Supply list on file at the EMS Agency, 1340 Arnold Drive, Suite 126, Martinez, CA.

2. District shall maintain its vehicles, equipment, and supplies in a clean, sanitary, and safe mechanical condition at all times.

3. District agrees that equipment and supply requirements may be changed with the approval of Contract Manager due to changes in technology.

4. To improve communications, data collection and overall operational effectiveness, new and replacement equipment should include technology that is intra-operable with the EMS Agency’s and other EMS providers’ equipment, processes and programs.

E. **Failure To Meet Minimum Ambulance In-Service Equipment/Supply Requirements.**

1. County may inspect District's ambulances at any time, without prior notice. Any ambulances that fail to meet the minimum in-service requirements contained in the County Ambulance Equipment and Supply list as determined by County shall be immediately removed from service until the deficiency is corrected.

2. The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. County may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and District shall comply with these protocols.

F. **Equipment Exchange and Replacement.**

1. District shall implement and maintain inventory control and equipment maintenance systems which will allow the first responder unit and ambulance fleet fully stocked with quality equipment in good working order at all times.

2. District's plan for replacement of expendable equipment and supplies shall be self-sufficient and shall not rely on receiving hospital stock or billing services unless expressly agreed to in writing by receiving hospitals.

V. **Communications Equipment and Dispatch.**

A. **Dispatch Center Coordination.**

1. District shall assure that its First Responder unit and ambulance units are dispatched through a dispatch facility that is staffed, equipped and prepared to provide emergency medical dispatch services.

Initials: [signature]

District

County Dept.
2. District shall maintain in good working order all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency first response and ambulance services made by County designated public safety dispatch centers.

3. District shall assure that their designated dispatch facility shall be capable of dispatching all first responder and ambulance units used in providing services pursuant to this Agreement.

4. District’s dispatch facility shall assure that their designated dispatch facility be capable of initiating, receiving and replying to requests for emergency services via data linkage as specified in current version of County Message Transmission Network Standard on file at the EMS Agency, 1340 Arnold Drive, Suite 126, Martinez, CA, and by voice.

B. Dispatcher Preparedness. District shall assure that their designated dispatch facility’s emergency medical services dispatchers are adequately trained and prepared to process emergency medical requests for service. Said dispatchers shall be given a District orientation as well as a thorough orientation to the County EMS system before being assigned to operate as part of District's first responder and ambulance dispatch system.

C. Dispatch Evaluation. District assures that their designated dispatch facility has an on-going program for the evaluation of dispatch operations, education and training of dispatchers, and problem identification and resolution.

D. Ambulance Communication Equipment.

1. District is responsible for the communications equipment on First Responder Units, ambulances and supervisory units used in performance of services to County.

2. District shall equip all paramedic units used in providing service to County with radios for communication on the East Bay Regional Communications System (EBRCS) and with cellular telephones for first responder/ambulance to base hospital communications. County will lease to District, or District may supply in accordance with County specifications, two way vehicular or portable radio equipment under the following terms:

   a. All ambulances for emergency medical response under the terms of this Agreement shall operate only within Contra Costa County, or as directed by a County communications center, or in compliance with policies or protocols established by County.

   b. Radio frequencies shall be designated by County for the purpose of communications with a County designated communications center and for ambulance-to-hospital communications.

   c. Approved radio equipment must be installed in conformance with existing County policies prior to assigning a vehicle to respond to emergency medical requests. Installations and removals will be at District's expense.

   d. District shall obtain a certificate of inspection of approved radio equipment by County following installation, and on an annual basis thereafter and shall make vehicles available for inspection of County owned radios upon reasonable request of County. Alternate procedures may be adopted by Contract Manager and County Communications Division.
e. Specific radio equipment purchased by County at County expense for District shall remain the property of and under control of the County at all times.

f. County owned radios damaged due to accidents, malicious mischief, and acts of God, shall be repaired or replaced at County's option by County, for which District shall pay County's actual cost of repair or replacement. Equipment shall remain the property of the County.

g. District shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable County rules and operating procedures. All operators of the two-way radios shall at all times be subject to the exclusive control of County.

h. All radio equipment other than District's internal company system shall be approved by the County Communications Director.

VI. **Disaster, Multicasualty, Mutual Aid Response, Standby.**

A. **Multicasualty/Disaster Response.**

1. In the event of a multicasualty incident or other local emergency, District shall endeavor to perform in accordance with applicable County emergency plans and shall use best efforts to maintain primary emergency services.

   a. County may exempt District from response time and staffing standards during multicasualty or disaster periods,

   b. At the scene of the multicasualty/disaster, District's personnel shall perform in accordance with the Incident Command System (ICS) and the County Multicasualty Plan.

2. District may render emergency assistance in multicasualty or disaster situations to any location as directed by a county communications center or by Contract Manager.

B. **Disaster/Multicasualty Training.** District shall, to the best of its ability, participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.
C. **Mutual Aid.** District may respond in a mutual aid capacity to other service areas within and outside of Contra Costa County when directed by Contract Manager.

D. **Ambulance Service Assistance.** District, to the best of its ability, shall assist in servicing any other emergency response areas where the County agreement for that response area has been suspended or terminated.

VII. **Public Education and Information.** District shall sponsor and/or participate in classes to educate the general public to emergency medical services. District shall work with existing community groups, service organizations, and Chambers of Commerce to support the local community efforts for educating the public regarding emergency response, care, and transportation, including where citizen training can be obtained, including CPR.

VIII. **Records, Reports, Audits, Inspections.**

A. **Data and Reporting Requirements.** District shall provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.

B. **Dispatch Computer.** The dispatch computer utilized by District shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

C. **Records.** District shall complete, maintain and provide to County if requested, adequate records and documentation to demonstrate its performance compliance and to aid County in improving, modifying, and monitoring the EMS system as a whole.

D. **Electronic Patient Care Report (PCR) System.** District’s EMS personnel shall use a computerized patient care reporting system, approved by Contract Manager for patient documentation on EMS system responses including patient contacts, cancelled calls, and non-transports. The PCR shall be accurately completed to include all information listed in Section 100170 of Title 22 of the California Code of Regulations, and information shall be distributed according to established EMS Policies and Procedures.

1. District’s PCR system shall include the following characteristics at a minimum:
   a. Features to maximize accuracy of PCR documentation,
   b. Ability to auto-populate fields,
   c. Ability to print legible PCR’s at receiving facilities in accordance with EMS policy,
   d. Ability to support real time reporting and immediate access to PCR’s,
   e. Use of a highly secure and encrypted connection that meets Health Insurance Portability and Accountability Act (HIPAA) and HITECH compliance in all electronic information exchanges,
   f. Ability to download EKG strips from cardiac monitors and transmit data,
   g. Ability to import data from electronic monitoring equipment,
   h. Ability to use the system as a communication conduit in the field,
SERVICE PLAN

i. Ability to map data points to the National Highway and Traffic Safety Administration data set (NEMSIS) and the California Emergency Medical Services Authority data set (CEMSIS) for compliance with federal and state recommendations, for clinical and demographic reporting, and for data comparison with other EMS systems,

j. Easily queried to produce ad hoc reports specific to clinical classifications, and,

k. Compiles clinical data into a data warehouse that facilitates research and study of patient care encounters.

2. District shall provide other data points which may be reasonably requested, including any needed modifications to support EMS system data collection.

E. **Patient Care Report Data Submission Required.**

1. District shall assure that personnel on both ALS and BLS First Responder Units receive orientation and training on the district’s designated electronic patient care record program. Training shall include information on documentation quality and current state, federal patient privacy information laws and health care provider responsibilities e.g. HIPAA and HITECH.

2. District shall ensure that a Patient Care Record is accurately completed and distributed to the receiving according to EMS Agency policies and procedures.
   a. District shall maintain a 95% completion rate for each patient contact within 24 hours.
   b. Completion rates should be accessible to the district within any 30-day period for the district to evaluate at least quarterly.
   c. District shall be capable of generating monthly ePCR compliance reports and reporting these rates to the EMS agency at agreed intervals.

3. District will reliably provide a draft or completed Patient Care Record to emergency department personnel with patient handoff.

4. District shall provide reliable access to an electronic copy of any PCR to the EMS Agency;
   a. PCRs provided to County shall contain all information documented on District’s original PCR and shall be submitted for all EMS system responses including patient contacts, cancelled calls, non-transport, and,
   b. Data points collected must include all items identified by County.

5. District shall identify PCR’s for patients meeting trauma triage criteria.

F. **Response Time Statistical Data Report.** Within 10 working days following the last day of each month, District shall provide first responder and ambulance dispatch records to County in computer readable format specified by Contract Manager for all first responder and ambulance responses originating from requests by County designated Communications Centers. Said
records shall include the data elements identified in Exhibit B, which is attached hereto and incorporated herein by this reference.

G. **Other Reports.** District shall provide such other reports and records as may be reasonably required by Contract Manager. District is encouraged to produce an annual report of EMS services for the public available on its website.

IX. **Administrative Provisions.**

A. **Compensation Related Provisions.**

1. District's patient charges for services provided pursuant to this Agreement shall not exceed the rates set forth in Exhibit C, which is attached hereto and incorporated herein by this reference, except as approved in writing by Contract Manager.

2. District may from time to time request increases in patient charges. Any rate increase under this provision shall not take effect until 15 days following written approval by Contract Manager.

3. Contract Manager may approve charges for expendable supplies not listed in Exhibit C, when newly required under EMS prehospital protocols adopted during term of Agreement.

B. **Payment Provisions.**

1. County shall pay District the amount specified in the Payment Provisions, attached hereto and incorporated herein by reference, for emergency medical services provided pursuant to this Agreement.

2. County shall make said payments to District after receipt and approval by County of a properly documented invoice, and the data reports described in Section VIII, above.

C. **Observation of Operations.** County representatives may directly observe District's control center operations, maintenance facilities, and ambulance post locations, and may ride as "third person" to observe the operation of any of District's ambulance units. County's representatives shall conduct themselves in a professional and courteous manner, shall not interfere with District's employees in the performance of their duties, and shall at all times be respectful of District's employer/employee relationship. Observations should be coordinated through the Fire District's EMS Division.

D. **Annual Performance Evaluation.** District shall participate in annual performance evaluations in accordance with procedures established by Contract Manager. An evaluation report will be submitted to the Health Services Director and the Emergency Medical Care Committee.

E. **Cooperation With Evolving System.** District agrees to participate and assist in the development of system changes subject to negotiated costs, if any. To improve communications, data collection and overall operational effectiveness, new and replacement equipment should include technology that is intra-operable with the EMS Agency's and other EMS providers’ equipment, processes and programs.
1. **Retention of Records.** General Conditions, Paragraph 3 (Records), subparagraph a (Retention of Records), is hereby deleted in its entirety and replaced with a new subparagraph a, to read as follows:

   “a. **Retention of Records.** District shall retain all documents pertaining to this Contract for five (5) years from the end of the fiscal year following the date of service; for any further period that is required by law, and until all Federal/State audits are complete and exceptions resolved for this contract’s funding period. Upon request, and except as otherwise restricted by law, District shall make these records available to authorized representatives of the County, the State of California, and the United States Government.”

2. **Termination.** General Conditions, Paragraph 5 (Termination and Cancellation), subparagraph a (Written Notice), is hereby deleted in its entirety.

3. **Indemnification.** General Conditions, Paragraph 18 (Indemnification), is hereby deleted in its entirety, and replaced with a new Paragraph to read as follows:

   “18. **Indemnification.**

   a. District shall defend, save and hold harmless and indemnify the County and its officers, agents and employees for the District’s share of all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of District hereunder, resulting from the conduct, negligent or otherwise, of District, its agents or employees.

   b. The County shall defend, save and hold harmless and indemnify District and its officers, agents and employees for the County's share of all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the County, resulting from the conduct, negligent or otherwise, of the County or its employees.”

4. **Insurance.** General Conditions, Paragraph 19 (Insurance), is hereby deleted in its entirety, and replaced with a new Paragraph to read as follows:

   “19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, District shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in these Conditions:

   a. **Liability Insurance.** District shall provide malpractice insurance and comprehensive liability insurance, including coverage for owned and non-owned vehicles, each with a minimum combined single limit coverage of $1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each act, omission, or occurrence. Such insurance shall be endorsed to include the County of Contra Costa and their respective officers and employees as additional named insured as to all services performed by District under this agreement.

   b. **Workers’ Compensation.** District shall provide workers’ compensation insurance coverage for its employees.

   Initials:

   [Signatures]

   District

   County Dept.
c. **Certificate of Insurance.** District shall provide the County with a certificate(s) of insurance evidencing liability, medical malpractice and workers' compensation insurance as required herein no later than the effective date of this Contract. If District should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then District shall provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by the District shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance as to the County, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the District's insurance policy or policies.”

5. **Contractor/District.** All occurrences of the term “Contractor” in the Payment Provisions and General Conditions are hereby deleted and replaced with “District”.

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Initials: [Signature]  [Signature]

District  County Dept.
RESPONSE TIME DATA ELEMENTS

Number: 23-228-13

Thomas Brothers Map Coordinates

The areas of Contra Costa County identified below by Rand McNally 2008 Thomas Guide map coordinates are designated rural. All areas of Contra Costa County not identified below are considered urban/suburban.

609   G1-2     H1-4
      H1-4     J1-5
      J1-5

610   A1-7     B1-7
      B1-7     C1-7
      C1-7     D1-7
      D1-7     E1-4
      E1-4     F1-4
      F1-4
      G1
      H1
      J1-2

611   A1-2
      B1-3
      C1-3
      D1-3
      E1-4
      F1

630   C1
      D1-2
      E1, E4
      F1, F3-7
      G3-7
      H3-7
      J5-7

631   A6-7
      B7
      G7
      H5-7
      J5-7

650   G1-2
      H1-2
      J1-3

651   A1-3
      B1-3
      C1-4
      D2-4
      E4
      F4
      G3-4
RESPONSE TIME DATA ELEMENTS

a. Unit identifier
b. Service level (paramedic or EMT-I)
c. Location of call – street address
d. Location of call – city or unincorporated community
e. Location of call - Thomas Brother's map coordinates
f. Location of call – latitude and longitude
g. Urban or rural
h. Nature of call (EMD Code)
i. Code to scene
j. Call priority (one, two, or three)
k. Time call received
l. Time call dispatched
m. Time unit en route
n. Time cancelled prior to arrival on-scene (ambulance only)
o. Response upgraded or response downgraded (ambulance only)
p. Time upgraded or downgraded enroute (ambulance only)
q. Time unit on-scene
r. Time and unit number for first paramedic on scene
s. Whether or not a paramedic was on scene within 10 minutes
t. Time unit en route to hospital (ambulance only)
u. Time unit at hospital (ambulance only)
v. Time unit clear and available for next call (ambulance only)
w. Outcome (dry run, transport) (ambulance only)
x. Receiving hospital (ambulance only)
y. Code to hospital (ambulance only)
z. Major trauma (MTV, non-MTV) (ambulance only)
aa. Number of patients transported (ambulance only)
bb. EMS incident number
c. Exception request reason

Number: 23-228-13
PATIENT CHARGES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Ambulance Base Rate</td>
<td>$2500.00</td>
</tr>
<tr>
<td>Mileage charge (per mile)</td>
<td>$40.00</td>
</tr>
<tr>
<td>Oxygen, per transport</td>
<td>$125.00</td>
</tr>
<tr>
<td>First Responder Assessment Fee</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

Number: **23-228-13**

Subject to an annual payment limit in an amount not to exceed **$92,748** from October 1, 2019 through September 30, 2022, under this Contract.
GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.
5. **Termination and Cancellation.**

   a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

   a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than $100,000 and this Contract was executed by the County’s Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County’s Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

   [Initials: [Contractor] [County Dept.]}

Form L-5 (Page 2 of 7)
10. **Choice of Law and Personal Jurisdiction.**

   a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

   b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a “Statement of Economic Interest” form and file it with County and will require any other person doing work under this Contract to complete a “Statement of Economic Interest” form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, 

Initials:  
Contractor  
County Dept.
defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. Confidentiality. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. Indemnification. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Contractor’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

Initials: [Signature]
Contractor

Initials: [Signature]
County Dept.
a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

Initials: ___________________________  ___________________________
Contractor  County Dept.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, consultants, and other agents in connection with this Contract are “works made for hire” (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County’s prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor’s presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by $500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor’s expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be conducted.
required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.