

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 23-518-5
Fund/Org # As coded
Account # As coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Emergency Medical Service (EMS)

Subject: Air Ambulance Patient Transport Services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: **REACH AIR MEDICAL SERVICES, LLC**

Capacity: Limited Liability Company

Mailing Address: 8880 Cal Center Drive, Suite 125, Sacramento, California 95826

Legal Address: 4933 Bailey Loop, McClellan, California 95652

3. **Term.** The effective date of this Contract is January 1, 2024. It terminates on December 31, 2025 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed \$0.00.

5. **Contractor’s Obligations.** Contractor 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.

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

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

8. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
California Government Code § 31000 and California Code of Regulations, Title 22, § 100300 (b) (4).

9. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: By <u>Marshall Bennett</u> 693E5BF69D714CC...</p> <p>_____ Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By _____ Deputy</p>
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CONTRACTOR

<p>Signature A</p> <p>Name of business entity _____ Reach Air Medical Services, LLC _____</p> <p>DocuSigned by: By <u>Sean Russell</u> EEF85C1C1FB9400...</p> <p>(Signature of individual or officer)</p> <p>sean russell president _____</p> <p>(Print name and title A, if applicable)</p>	<p>Signature B</p> <p>Name of business entity _____ Reach Air Medical Services, LLC _____</p> <p>DocuSigned by: By <u>Chad Newland</u> 654146DDBC154CA...</p> <p>(Signature of individual or officer)</p> <p>chad Newland Regional Director _____</p> <p>(Print name and title B, if applicable)</p>
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.

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1. **Scope of Services.** Contractor is authorized to provide Emergency Medical Services (EMS) Aircraft (“Air Ambulance”) patient transport service within the jurisdiction of Contra Costa County (“County”), without interruption, twenty-four (24) hours per day, seven (7) days per week, and fifty-two (52) weeks per year in cooperation with other EMS Aircraft provider(s) serving Contra Costa County. Contractor will work cooperatively with the Contra Costa County EMS Agency (“CCCEMSA”) to perform the following services and meet the performance standards of the CCCEMSA. Contractor’s activities shall include, but are not limited, to the following:

A. Activities:

- i. Respond, to the best of its ability, to emergency requests for air ambulance service within Contra Costa County when made, and only when made, by a local public safety dispatch center;
- ii. Respond to Interfacility (“IFT”) requests from general acute care facilities to the best of its ability provided the jurisdictional fire public safety agency can provide ground support in instances where requesting facility does not maintain a secure landing zone.
- iii. Dispatch EMS aircraft staffed, equipped and classified as air ambulances in response to emergency requests;
- iv. Permit access by County to inspect aircraft, facilities, equipment, policies and records relating to dispatch, patient care, and personnel qualifications at reasonable times and upon written request, as these pertain to any operations in Contra Costa County;
- v. Adhere to all applicable Federal Air Regulations (FARs) including FAR Part 91 and 135 (or their equivalent) to maintain their authorization status;
- vi. Have a mechanism in place for addressing and resolving complaints regarding the integration of aircraft into the prehospital patient transport system;
- vii. Acknowledges that CCCEMSA has the jurisdiction and authority to deny, suspend, or revoke an air ambulance authorization for failure to comply with applicable policies, procedures, regulations or state or federal laws, and requirements listed in this contract. However, before taking any of the foregoing actions, CCCEMSA will notify Contractor in writing of any deficiencies, unless there exists an immediate threat to the public health, safety or welfare, at which time CCCEMSA may take immediate action. In the event any action is taken pursuant to this paragraph, CCCEMSA will work with Contractor to develop a corrective action plan 30 days from notice to cure: to cure or if unable to cure submit a reasonable plan to cure subject to approval by CCCEMSA;
 - a. In the event that CCCEMSA revokes authorization to provide Air Ambulance patient transport service, and in order to regain authorization to provide Air Ambulance patient transport service, contractor must submit a corrective action plan that is approved by CCCEMSA and pay the Designation Fee for EMS Air Ambulance Air Ambulance Authorization published in EMS Policy 1010 “EMS Fee Schedule”.
- viii. Work with the CCCEMSA to reliably submit all required documentation and records during authorization designation periods.
- ix. Meet and maintain accreditation by the Commission on Accreditation of Medical Transport Systems (CAMTS);

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- a. In the event the contractor desires to be accredited by a different and equivalent accrediting entity (CAMTS), the contractor shall prospectively submit a proposal to CCCEMSA to authorize another accreditation.
- x. Participate in and attend quality improvement programs of the Contra Costa EMS system to support the highest quality of care;
- xi. Comply with all applicable Federal, State and local laws and regulations, and County EMS policies, procedures and protocols, including EMS aircraft operational and dispatching procedures;
- xii. Furnish County on an annual basis, or as requested, Contractor's current deployment plan showing availability of air ambulance(s) for emergency response within the County. Deployment plans shall specify base(s) of operations within and outside of County, the number of potentially available air ambulances, and schedule of availability (hours of day, days of week). Contractor shall notify County of any changes in deployment that might affect Contractor's local capacity to respond; and
- xiii. Submit, upon request, copies of all current internal policies and procedures as they relate to EMS aircraft operations.

B. Dispatch and Communications.

- i. Contractor shall operate a 24-hour, seven-day per week dispatch center and maintain all equipment necessary to receive and process all requests for EMS aircraft services made by local public safety dispatch centers;
- ii. Contractor shall cooperate with County EMS and other system participants to assure a "single point of access" to be used by local public safety dispatch centers when requesting EMS aircraft assistance. Such system shall assure dispatch service for all prehospital EMS helicopter requests in accordance with County EMS helicopter operational and dispatch policies;
- iii. Contractor shall assure that emergency aircraft dispatchers are adequately trained consistent with National Association of Air Medical Communication Specialists (NAACS) standards and prepared to process emergency medical requests for service in the County;
- iv. Contractor shall equip all EMS aircraft used in providing emergency services within the County with radios for communications with local base and receiving hospitals; radios shall have CALCORD communications capabilities;
- v. Contractor shall assure that accurate estimated times of arrival (ETAs) are provided to the requesting agencies in a "Clock-time" format indicating when the aircraft will arrive overhead at the scene or designated landing zone.

C. Staffing.

- i. Contractor shall dispatch an air ambulance staffed with a medical flight crew consisting of a minimum of two (2) attendants licensed in advanced life support (ALS), at least one (1) of which is a Registered Nurse (RN) or a Physician;
- ii. Contractor shall assure that all air medical flight crewmembers maintain required professional licensure and accreditation in the state of California when functioning as part of the local EMS system; and,

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- iii. Contractor shall assure, while working in the capacity of a paramedic for Reach, that all paramedic personnel based in Contra Costa County maintain required accreditation to practice as a paramedic with the Coastal Valley EMS Agency unless local policy requires flight paramedics to be accredited locally.
- iv. Contractor shall designate administrative on-duty or on-call management or supervisory staff to be available at all times who are authorized to act on behalf of the Contractor in all operational matters. The designated dispatch center shall at all times be advised of and have available, the contact information for on-call administrative staff.

D. Training and Orientation.

- i. Contractor shall assure that all air medical flight crewmembers are trained in aero medical transportation training categories as specified in the California Code of Regulations, Title 22, Division 9, Chapter 8, Section 100302;
- ii. Contractor shall assure that all medical flight crewmembers participate in such continuing education requirements as required by their licensure;
- iii. Contractor shall provide annual training to all emergency service personnel including fire agencies, ground ambulance providers and hospitals with landing zones that utilize Contractor's EMS Aircraft services in County. In addition, Contractor will participate in disaster and multi-casualty exercises as requested and shall cooperate with the County in establishing disaster and multi-casualty incident plans, policies and procedures;
 - a. Contractor shall document all trainings provided, the scope of the training, and provider agencies included in the training no less than annually.
- iv. Contractor shall assure that medical flight crews based in County have attended a Contra Costa County EMS system orientation, prior to being assigned to respond to emergency and IFT requests within the County. If contractor is unable to meet this requirement, contractor must prospectively and formally demonstrate good reason as to why requirement cannot be met and receive written authorization from CCCEMSA Medical Director;
 - a. Contractor shall submit a personnel report monthly to CCEMSA assuring that all credentialing requirements have been met.
- v. Contractor shall submit a new hire orientation plan to CCCEMSA to assure medical flight crews have received training, prior to being assigned to respond to emergency medical requests in the following categories:
 - a. Terrain and weather considerations specific to the geographic area of the County;
 - b. Local EMS and public safety agencies;
 - c. Locations of and special operational information related to local hospitals and medical specialty centers, helipads, airports and pre-determined emergency landing sites;
 - d. Comprehensive communications inventory including frequency numbers, agency names and identifiers, and any special communications procedures; and
 - e. Additional requirements for medical flight crew: Local medical control policies and procedures including, but not limited to:
 - 1) Contra Costa EMS Policies

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- 2) Record keeping requirements
- 3) Patient turnover between ground and air medical personnel
- 4) Patient destination determination
- 5) Contra Costa Trauma System Plan
- 6) Contra Costa Multi-Casualty Incident Plan
- 7) Patient Safety Reporting (EMS Event Reporting) policies and forms

E. Medical Control.

- i. RN staff practice should be according to policies and procedures established by Contractor pursuant to the Nurse Practice Act.
- ii. Contractor shall assure that RN crewmembers function within the Nurse Practice Act and are trained and qualified to provide advanced life support care within the County paramedic scope of practice at a minimum.

F. Clinical Data Collection, Information Management and Reporting.

- i. Contractor shall complete an electronic health record (EHR) for each patient response.
 - a. Contractor's EHR system shall be compliant with National EMS Information System (NEMESIS) and California EMS Information System ("CEMSIS") with the latest standards required by County and EMSA.
 - b. Data documented in the EHR shall be consistent with the "comprehensive data element set" identified in the "California EMS Information System Data Set" available from the California EMS Authority.
 - c. Dispatch information shall include the requesting agency. Times documented in the EHR shall include times necessary to determine EMS aircraft response time, on-scene time, and time to transport to hospital.
 - d. A hardcopy of the EHR shall be provided to the receiving hospital when care is assumed by hospital personnel. If the complete EHR is not available, a "draft" may be left at the facility, with the final version delivered via a secure method within twenty-four (24) hours of patient arrival.
 - e. Contractor shall provide monthly EHR reports no later than the 10th business day of the following month as set forth in Exhibit B (Reporting Requirements), which is incorporated herein by reference.
- ii. Contractor shall provide CCCEMSA electronic access to their complete EHR system.
- iii. Contractor shall integrate their EHR platform with a third-party data tracking tool approved by CCCEMSA. EHR shall be submitted in a computer readable format suitable for Quality Improvement (QI) analysis as specified by CCCEMSA.
- iv. Contractor shall cooperate with CCCEMSA to utilize a County specified data reporting platform for the near real-time evaluation of response time data, clinical data and syndromic surveillance as defined by CCCEMSA. The data reporting application will allow secure web-based access

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to CCCEMSA's Information System. Contractor shall adhere with CCCEMSA and the data reporting application provider to implement a dashboard, which will provide a web-enabled platform that mines and presents data from a single or multiple disparate data sources for quick access to near real-time data that is critical information used by CCCEMSA to monitor Contractor's compliance with the provisions of this Contract. CCCEMSA may impose a penalty on Contractor in the amount set forth in Exhibit A (Penalty Fee), which is incorporated herein by reference, if above sections ii. through iv. are not met.

G. Quality Improvement.

- i. Contractor shall maintain and provide a copy of a comprehensive continuous quality improvement (CQI) program that has been approved by the Air Provider's Medical Director. Any amendments or updates to Providers CQI program shall be submitted to CCCEMSA.
- ii. Contractor shall supply CCCEMSA with a quality program report no less than annually.
- iii. Contractor shall furnish a qualified individual responsible for the medical quality assurance evaluation of all services provided.
- iv. Contractor shall supply CCCEMSA with a quality program report no less than annually.
- v. Contractor shall notify CCCEMSA of any unusual occurrences, (EMS events) as is required by the EMS Event Reporting policy.
- vi. Contractor shall participate in County related CQI activities and CQI project teams.
- vii. Contractor shall provide reports as specified in Exhibit B (Reporting Requirements), which is incorporated herein by reference.

H. Miscellaneous.

- i. Contractor shall permit staff of CCCEMSA to inspect air ambulances or the air ambulance bases in Contra Costa County on a preannounced or unannounced basis to ensure compliance with federal, state or local laws, regulations or ordinances and this Service Plan.
- ii. When air transport is not possible or practical, the contractor may, from time to time provide patient care using a Contra Costa County approved ground ambulance transport provider, when available. The circumstances requiring the use of ground ambulance transport may include, but are not limited to weather, unexpected mechanical issues, and patient size and weight limitations.

I. Equipment and Supplies.

- i. Contractor shall ensure that EMS aircraft meet configuration and restraint standards for an "air ambulance" according to specifications listed in Section 100306, California Code of Regulations.
- ii. Contractor shall assure that aircraft are stocked and supplied with drug and solution inventory, and with basic, advanced life support and related specialty medical equipment and supplies at all times to allow for optimum patient care pursuant to EMS aircraft service provider's medical treatment guidelines as approved by the Contra Costa EMS Medical Director.

2. Designation Maintenance: Contractor shall:

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
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- A. Meet and maintain Contra Costa’s Emergency Medical Services criteria;
- B. Provide data as identified in Paragraph 1.F (Clinical Data Collection, Information Management and Reporting), above; and
- C. Contractor will pay County a designated maintenance (renewal authorization) fee in accordance with the Fee Schedule policy. Contractor will pay County within thirty (30) days of County's written demand for payment. If Contractor demonstrates substantial compliance with Contract requirements, County may reduce the maintenance fee by 50%. If County notifies Contractor of an unresolved failure to maintain substantial compliance with this Contract, Contractor agrees to pay full fee due for that renewal period upon demand.

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Penalty Fee


Performance	Section Reference	Penalty
EHR data not provided to CCCEMSA for a continuous period of 7 or more days.	1.F.b-d Clinical Data Collection, Information Management and Reporting.	\$1,000 for each 7-day period where EHR data is not provided by contractor and \$500 for each consecutive day starting on day 8
Repetitive non-compliance (more than one event in three months) EHR data not provided to CCCEMSA.	1.F.b-d. Clinical Data Collection, Information Management and Reporting.	\$2,000 fine for each repetitive non-compliance. and \$500 for each consecutive day starting on day 8.


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Reporting Requirements

Description of Report	Section Reference	Frequency of Report
Attendance of CCCEMSA Orientation.	D.iv. Training and Orientation.	Monthly
EHR was left at receiving center within twenty-four (24) hours.	F.i.d. Clinical Data Collection, Information Management and Reporting.	Monthly
Annual Training for Fire Agencies, transport facilities and hospitals.	D.iii. Training and Orientation.	Annually
New Hire Orientation Plan	D.v. Training and Orientation	Annually
Quality Improvement Update.	G.ii. Quality Improvement.	Annually

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SPECIAL CONDITIONS

Number 23-518-5

1. **Insurance.** General Conditions Paragraph 19. (Insurance) is hereby deleted 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, County and Contractor shall keep in effect insurance policies meeting the following insurance requirements:

- a. **Liability.** County and Contractor shall each provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with the 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. In lieu of such insurance, Contractor may self-insure and/or utilize liability pooling arrangements with other public entities or utilize any combination of insurance policies and self-insurance. Each party shall have such insurance endorsed to include the other party and its officers and employees as additional insureds as to all services performed by the other party under this agreement.
- b. **Workers’ Compensation.** County and Contractor shall each provide workers’ compensation insurance coverage and/or self-insure and/or utilize liability pooling arrangements with other public entities or utilize any combination of insurance policies and self-insurance for its employees.
- c. **Professional Liability Insurance.** County and Contractor shall each provide professional malpractice insurance coverage and/or self-insurance, and/or utilize liability pooling policies and self-insurance for all activities of their employees arising out of this Contract.”
- d. **Certificates of Insurance.** Contractor shall provide the 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 shall provide (a) current certificate(s) of insurance.
- e. **Cyber Liability Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software—which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property (excluding trade secret and patent infringement), invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, claims involving security breach, system failure, data recovery, business interruption, social engineering, infringement of intellectual property (excluding trade secret and patent infringement), including infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.

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provide coverage for breach response costs, regulatory fines and penalties, where insurable by law, as well as credit monitoring expenses.

Contractor shall include County and its officers and employees as additional insureds.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

- f. **Aircraft and Passenger Liability.** Contractor shall provide aircraft and passenger liability insurance to a minimum limit of \$5 million.”

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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.


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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.

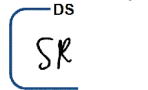
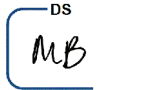
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

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 \$200,000 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 \$200,000 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.

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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, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, 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 ^{DS} employed, did not then and do not now occupy a position that would create a conflict of interest under Govern

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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, 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:

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 o

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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.

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.

	
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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 expends \$750,000 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 Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

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- d. With respect to the audits specified in sections (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.


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