

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number 23-392-11
Fund/Org # 7406
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Emergency Medical Services
Subject: Interagency Agreement between Contra Costa County and Agency named below for prehospital emergency medical first responder 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: **RODEO-HERCULES FIRE PROTECTION DISTRICT (“FIRE DISTRICT” OR “AGENCY”)**
Capacity: A Public Agency
Address: 1680 Refugio Valley Road, Hercules, California 94547

3. **Term.** The effective date of this Agreement is July 1, 2022, and it terminates on June 30, 2025 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Agency under this Agreement shall not exceed \$ 268,524.

5. **County’s Obligations.** County shall pay Agency for its provision of the services as set forth in the Payment Provisions 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: Health and Safety Code Sections 1797 et seq., California Government Code §§ 26227 and 31000.

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

COUNTY OF CONTRA COSTA, CALIFORNIA

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

<p>DocuSigned by:</p> <p>By <u>Damon Covington</u> 7A6305BDA6784E7...</p> <p>(Signature of authorized Agency Representative)</p> <p>Damon Covington Board Director</p> <p>(Print name and title A)</p>	<p>DocuSigned by:</p> <p>By <u>Darren Johnson</u> 4889533FC3F846B...</p> <p>(Signature of authorized Agency Representative)</p> <p>Darren Johnson Board Director</p> <p>(Print name and title B)</p>
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ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date), before me, _____ (Name and Title of the Officer), personally appeared _____, who proved to me 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 by his/her/their signature(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



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

By: DocuSigned by:
Marshall Bennett
693E5BF69D714CC... _____
Designee

By:  _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: DocuSigned by:
Enid Mendez
CC0655F77300434... _____
Designee

Contra Costa County
Standard Form P-1
Revised 2022

PAYMENT PROVISIONS
(Fee Basis Contracts - Long Form)

Number 23-392-11

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*
 - d. Subject to an annual payment limit of **\$89,508**, County will pay Contractor in an amount not to exceed **\$268,524** under this Contract; and

In addition, the Fire District shall allow the EMS Agency to deduct from its Measure H annual distributions any costs associated with the EMS Agency's acquisition or contracting for equipment, services or technology that directly benefits Fire District. Any deductions performed will have written approvals from the EMS Agency Director and District Fire Chief.

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 District 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.

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SERVICE PLAN

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I. SERVICE ACTIVITIES.

A. **Scope of Service.** Fire District shall provide prehospital emergency medical first responder services, within Fire District’s primary service area, until patient care is assumed by County’s emergency ambulance contractor or by the County’s Emergency Medical Services Agency (“CCCEMSA”) designated ambulance receiving facility personnel, or until the patient has refused medical care or ambulance transportation. Such services shall be provided in accordance with requirements of Health and Safety Code Section 1797 et seq., and all relevant regulations promulgated thereunder (The “Act”), the County’s Emergency Medical Service and Ambulance Ordinance Code, and CCCEMSA’s medical treatment protocols and policies, which are incorporated herein by reference, and in accordance with any amendments or revisions thereof. In performing services hereunder, Fire District shall work cooperatively with the CCCEMSA. The words and phrases used in this Contract shall have the same meaning as defined in the Act, unless otherwise specified.

B. **Basic Services for Advanced Life Support (ALS) Districts.** Fire District shall perform the following services to the complete satisfaction of the County and CCCEMSA:

1. Fire District shall provide paramedic (ALS) prehospital emergency medical first responder services 24 hours per day, 7 days per week.
 - a. In the event Fire District increases its service level from Basic Life Support (BLS) to ALS, or decreases District service level from ALS to BLS, this contract shall govern until such time as the Fire District and CCCEMSA enter into a new contract or mutually agree to amend this contract for the provision of the new service level provided by Fire District.
2. Fire District shall assure that all personnel are oriented to CCCEMSA policies, medical treatment guidelines; Multi-casualty Incident Plan; medical radio communications (ambulances, base hospitals, County); medical equipment utilization and maintenance; and Paramedic and EMT local and statewide scope of practice.
3. Fire District shall submit training curriculum to CCCEMSA for approval within 1 month of executed contract and provide approved training to prepare non-paramedic responders to assist a first responder paramedic in providing patient care.
 - a. The training must be provided prior to non-paramedic responder personnel assignment to responding apparatus.
 - b. In the event training curriculum is updated by Fire District, updated curriculum must be submitted to CCCEMSA within 1 month of change.
4. Fire District agrees that the performance of services under this Contract shall conform to high professional standards and shall comply with all CCCEMSA policies, medical treatment guidelines, and state and federal laws and regulations applicable to prehospital Emergency Medical Services (EMS) responders.
5. Fire District shall designate one staff person with overall responsibility for EMS program coordination. Fire District shall notify CCCEMSA in writing within 10 days of a change in the designation of the staff person.

C. **Basic Services for Basic Life Support (BLS) Districts.** Fire District shall perform the following services to the complete satisfaction of the County and CCCEMSA:

1. Fire District shall provide EMT (BLS) prehospital emergency medical first responder services 24 hours per day, 7 days per week.

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2. Fire District shall assure that all personnel are oriented to CCCEMSA policies, medical treatment guidelines; Multi-casualty Incident Plan; medical radio communications (ambulances, base hospitals, County); medical equipment utilization and maintenance; and Paramedic and EMT local and statewide scope of practice.
3. Fire District shall submit training curriculum to CCCEMSA for approval within 1 month of executed contract and provide approved training to prepare non-paramedic responders to assist a first responder paramedic in providing patient care.
 - a. The training must be provided prior to non-paramedic responder personnel assignment to responding apparatus.
 - b. In the event training curriculum is updated by Fire District, updated curriculum must be submitted to CCCEMSA within 1 month of change.
4. Fire District agrees that the performance of services under this Contract shall conform to high professional standards and shall comply with all CCCEMSA policies, medical treatment guidelines, and state and federal laws and regulations applicable to prehospital EMS responders.
5. Fire District shall designate one staff person with overall responsibility for EMS program coordination. Fire District shall notify CCCEMSA in writing within 10 days of a change in the designation of the staff person.

II. PERFORMANCE STANDARDS.

- A. **Response Time Performance Standards.** Fire District's governing body shall establish EMS response time standards within one year of executed contract and those standards shall be submitted to CCCEMS within one month of adoption by Fire District's governing body. Fire District's response times on requests for emergency medical services originating from within Fire District's primary service area shall be reported to CCCEMS according to Paragraph III, below ("Reporting Requirements") and by the following performance standards.
 1. **Basic Life Support (BLS) First Response.** Fire District shall assure that a fire response vehicle equipped as required by Paragraphs II.C and II.L, (each, "First Responder Unit") responds to every call for service as indicated by CCCEMS response policy.
 2. **Advanced Life Support (ALS) First Response.** Fire District shall assure that a fire response vehicle equipped as required by Paragraphs II.C and II.L, (each, "First Responder Unit") responds to every call for service as indicated by CCCEMS response policy.
- B. **EMS Response Data Collection and Monitoring.** Fire District shall document and maintain data on all EMS responses.
 1. **Documentation of Response Data.** For each medical emergency response, Fire District shall document and report the following:
 - a. EMS incident number (if available);
 - b. Fire District's incident number;
 - c. Time call received;
 - d. Location of call (address, city and map coordinates);

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- e. Nature of call (EMD code/determinant);
- f. Time of initial dispatch;
- g. Time and unit # of first fire unit on scene;
- h. Service level of first fire unit on scene (ALS Paramedic or BLS EMT-I); and
- i. Time ambulance provider notified IF ambulance provider is dispatched by a different communications center than Fire District.

C. Staffing Standards and Personnel Preparation for ALS Districts.

1. Advanced Life Support First Responder Units. Fire District shall staff each First Responder Unit with a minimum of one (1) CCCEMSA accredited paramedic.
2. Credentials. Fire District shall assure that personnel normally assigned to respond to emergency medical requests must be EMT currently certified in California, or paramedics currently licensed in California and accredited in Contra Costa County. This requirement shall not apply to volunteer or paid on-call staff, however, all volunteer or paid on-call staff shall have first responder training to include first aid, CPR, and first responder defibrillation.
3. Required Advanced Cardiac Life Support Training. Fire District’s paramedic personnel assigned to provide paramedic service under this Contract must be currently certified in Advanced Cardiac Life Support (ACLS) according to American Heart Association standards. or have successfully completed similar training as approved by the CCCEMSA Medical Director.
4. Required Trauma Training. Fire District’s paramedic personnel assigned to provide paramedic service under this Agreement must have successfully completed a Basic Trauma Life Support (BTLS) course approved by the American College of Emergency Physicians, or a Prehospital Trauma Life Support (PHTLS) course approved by the American College of Surgeons.
5. Required Pediatrics Training. Fire District’s paramedic personnel assigned to provide paramedic service under this Agreement must be currently certified in one of the following: Pediatric Education for Prehospital Professionals (PEPP) or Pediatric Advanced Life Support (PALS).

D. Staffing Standards and Personnel Preparation for BLS Districts

1. BLS First Responder Units. Fire District shall staff each First Responder Unit with staff possessing a valid California EMT certification.
2. Credentials. District shall assure that prehospital personnel assigned to respond to requests for emergency medical services must, at a minimum, hold a valid and unrestricted California EMT certificate and have attended an CCCEMA system orientation. This requirement shall not apply to volunteer or paid on-call staff.

E. Provisional Assignment. Fire District shall provide a (“provisional assignment”) program within 1 month of executed Contract to be approved by CCCEMSA for first responder paramedics with less than two years full-time experience as a paramedic.

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F. **Medical Control.** Fire District acknowledges and agrees to the following:

1. CCCEMSA Medical Director shall have overall responsibility for medical control of Fire District;
2. Medical control is exercised prospectively through policies, medical treatment guidelines, and training established and/or approved by the CCCEMSA Medical Director;
3. The Base Hospital designated by CCCEMSA provides on-line medical direction and consultation on medical and patient related issues;
4. Retrospective medical control includes monitoring, quality improvement, incident review, and disciplinary processes conducted by the Fire District, base hospital, CCCEMSA, and the State EMS Authority in accordance with applicable CCCEMSA policy (found at <https://cchealth.org/ems/policies-tg.php>), and state laws and regulations;
5. Fire District’s EMT and paramedic personnel shall comply with all requirements as established by the State of California and with all applicable provisions of CCCEMSA policy and medical treatment guidelines; and
6. The CCCEMSA Medical Director has the sole and exclusive authority to approve training, training curriculum, and the methods of training, or to modify the training requirements established by CCCEMSA policy and medical treatment guidelines.

G. **EMS System Training.**

1. Fire District’s training on the “Contra Costa County Multi-Casualty Incident Plan” shall be conducted during training academies and shall be provided to all prehospital personnel semi-annually. The annual and semi-annual training shall include, at a minimum, the following:
 - a. Basic orientation to the Multi-Casualty Incident (MCI) Plan, notification levels, communications, roles and responsibilities and patient triage and distribution;
 - b. Initiating an MCI with communications center and CCCEMSA early in the response and according to county MCI Plan;
 - c. Participation in interagency functional or field exercises; and
 - d. Fire District will collaborate with the CCCEMSA to continuously evaluate and improve Multi-Casualty Incident Plan training and performance;
2. Fire District will submit an annual report on training of personnel including:
 - a. Number and percentage of personnel trained on MCI plan.

H. **Quality Improvement Program.**

1. Fire District shall maintain a comprehensive continuous Quality Improvement (QI) Program which has been designed to interface with CCCEMSA’s countywide QI program, and which has been approved by the CCCEMSA Medical Director. Any amendments to Fire District’s QI program are subject to approval by CCCEMSA Medical Director.

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2. Fire District shall provide a physician, or a Registered Nurse or EMT-P experienced in prehospital, quality improvement to implement and oversee this ongoing QI program. This individual shall be responsible for the prehospital quality improvement program for all emergency medical services provided pursuant to the Agreement.
 3. Fire District's QI program shall establish an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care.
 4. Fire District shall regularly participate in CCCEMSA system related QI meetings, activities and QI project teams.
 5. Personnel participating in the oversight of Fire District's prehospital quality improvement program shall complete an Institute of Healthcare Improvement (IHI) Certificate for Patient Safety, Quality and Leadership or equivalent as approved by CCCEMSA within the first 12 months of hire by the Fire District, or within six months of being designated as the person responsible for overseeing the QI program or QI activities.
 6. Fire District shall review their prehospital performance indicators from their QI plan quarterly. Fire District shall develop and provide training, at least annually, to its personnel based on its quarterly evaluations.
 7. Fire District shall have a program to evaluate patient satisfaction as part of their quality program.
- I. **Assaultive Behavior Management Training.** Annually, Fire District shall provide all first responder personnel with the training, knowledge, and skills to effectively manage patients with psychiatric, drug/alcohol, excited delirium, and other behavioral or stress related problems as well as management of violent or potentially violent patients. Fire District shall provide its training curriculum together with a report with the names, certification numbers and date each of its personnel were trained.
- J. **Infection Control.** Fire District shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure in accordance with existing Federal and State laws and regulations. Fire District shall designate an infection control officer and provide notification to CCCEMSA of said designation. The infection control officer shall successfully complete an infection control officer course that meets the requirements of "National Fire Protection Association 1581" or as may be required by law.
- K. **Joint Training.** When requested by CCCEMSA, Fire District will participate in joint training activities with Contra Costa County ambulance service providers, hospital personnel, and dispatch centers.
- L. **General Equipment.** Each Fire District apparatus shall carry all emergency supplies and equipment appropriate for the level of service provided (ALS or BLS) as identified in CCCEMSA "Master Equipment List" posted on the CCCEMSA website. Fire District shall ensure that all new and upgrades to existing technology is interoperative between other first responder agencies, ambulance providers, hospitals and CCCEMSA.

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M. **Equipment Replacement and Exchange.** Fire District is responsible for maintaining a system for the replacement of expendable equipment and supplies.

N. **Safely Surrender Baby Program.**

1. Fire District agrees to be designated as a “safe surrender site” as defined by Health and Safety Code section 1255.7(a)(1)(A). If Fire District is not already designated as a “safe surrender site” Fire District will undertake necessary action to become a “safe surrender site,” within 90 days of the effective date of this Contract.
2. Fire District personnel will be trained in the requirements of California’s safely surrendered baby program as set forth in Health and Safety Code section 1255.7, et seq.
3. Fire Stations designated as Safe Surrender Sites will have appropriate signage and will have at all times at least two (2) of the following: coded confidential ankle bracelet and medical questionnaire.

O. **Communications Equipment and Dispatch.**

1. Fire District shall equip each First Responder Unit with emergency portable radios on EBRCS (East Bay Regional Communication System), programmed with fleet mapping identified for use in the EMS System and a cellular telephone for prehospital to base hospital communications.
2. Fire District’s dispatch will utilize the medical priority dispatch system for all calls requesting emergency medical services.
3. Fire District will assure that its designated dispatch assigns response level based on MPDS (medical priority dispatch system) determinant and corresponding response modality pursuant to CCCEMSA policy.

P. **Cooperation With Evolving EMS System.** Fire District agrees to participate and assist in the development of EMS system improvements, which includes but is not limited to equipment upgrades, and to bear the costs of such changes subject to a mutually agreed upon implementation schedule.

Q. **Observation by EMS Agency Staff.** A CCCEMSA representative may, at any time coordinate with District (Fire Chief or EMS Division), to directly observe Fire District’s equipment stock and EMS related operations or inspect Fire District apparatus for required EMS equipment.

R. **Records And Reporting Requirements.** Fire District shall comply with the following record keeping and reporting requirements and shall provide reports to CCCEMSA, as established in Paragraph III (“Reporting Requirements”), all records, information and reports requested by CCCEMSA to evaluate the emergency medical services provided by Fire District under this Contract, including, but not limited to, the following:

1. **Out of Service Reporting.** For each First Responder Unit, Fire District shall report to Contract Manager on a monthly basis the number of occurrences in which a First Responder Unit was out of service for any periods of time exceeding six consecutive hours or was not staffed to provide the District’s provider level of emergency services (EMT or paramedic).

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2. Patient Care Data Collection and Reporting.

- a. Fire District shall assure that all District prehospital personnel receive orientation and training on the District’s designated electronic health care record software program. Training shall include information on documentation quality and current state and federal patient privacy laws and health care provider responsibilities
- b. Fire District shall assure that all of its prehospital personnel provide appropriate patient care documentation for every patient contact.
- c. Fire District shall ensure that a CCCEMSA approved Electronic Healthcare Record (EHR), is accurately completed by the EMT or paramedic who has primary responsibility for patient care.
 - 1) Fire District shall transmit completed EHR to the EHR server in accordance with CCCEMSA policy.
 - 2) Fire District shall generate monthly EHR compliance reports to CCCEMSA.
- d. Fire District shall provide a copy of any EHR to CCCEMSA promptly upon request.
- e. Fire District shall provide CCCEMSA reliable access to its EHR platform. CCCEMSA shall have access to all EHRs within 24 hours of patient contact.
- f. Fire District shall provide CCCEMSA with patient care data for all patient responses in a computer readable format that is suitable for statistical analysis.
 - 1) Patient care data collected and provided shall be consistent with the comprehensive data file at CCCEMSA. Such data shall include number of patients treated on scene, number of patients transported, and number of patients who refused transport.
 - 2) Patient care data collected and available shall comply with the National EMS Information System (NEMESIS) specifications and the comprehensive data specifications approved by the CCCEMSA.

3. Response Time Statistical Data and Reporting. Within 20 working days following the last day of each month, Fire District shall provide CCCEMSA with first responder response time in a single, computer readable format suitable for statistical analysis. Records shall include the elements identified in Sections II.B.1 above.

- a. This reporting requirement may be satisfied by a FirstWatch connection or to an CCCEMSA approved data depository. Records shall include the elements identified in Sections (II.B.1) in this Contract.

4. Personnel. Fire District shall:

- a. Provide an initial roster of currently credentialed paramedic and EMT personnel to CCCEMSA within 1 month of executed contract.
- b. Notify CCCEMSA in writing within three (3) days when any prehospital personnel are no longer employed by Fire District, or when any prehospital providers’ required credentials have lapsed.
- c. Maintain on file at all times, copies of current and valid credentials, certifications, or licenses for all emergency medical personnel performing services under this Contract.

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d. Fire District shall notify CCCEMSA in writing within three (3) days of any actual or alleged violation of Health and Safety Code section 1798.200(a)(1) through (a)(13) by any prehospital personnel.

5. Other Reports. Fire District shall provide such other reports and records as may be reasonably required by CCCEMSA.

S. County Obligations. In consideration of Fire District providing the services and meeting its commitments as described in this Contract, County shall pay Fire District the amounts specified in Paragraph 1.d. of the Payment Provisions of this Contract.

III. REPORTING REQUIREMENTS.

Contract Section	Report	Frequency of Report
I.B.3/I.C.3	ALS/BLS submit training curriculum for non-paramedic First Responders	(One Time) within 1 month of executed contract
II.A	Submit District's EMS response time standards. *** Absence of District standard does not negate R.3 reporting	(One Time) within one year of executed contract
II.B.1	EMS Response Data	As requested
R.3	Response Time Data (First Responder response time data)	Monthly
II.E ALS ONLY	Provisional Assignment	(One Time) within 1 month of contract
G.2	Number and Percentage of Employees Trained on MCI Plan and EMS Annual Update	Annually
I	Assaultive Behavior Training (names, certification numbers, and dates First Responder's were trained)	Annually
R.1	In-Service Report (number of occurrences in which a First Responder Unit was not in service for more than six consecutive hours)	Monthly
R.1	Out of Service Report AND/OR number of occurrences in which an ALS First Responder Unit was not staffed with a paramedic	Monthly
R.2.c	Patient Care Data Collection (compliance report for EHR)	Monthly

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R.4.a	Provide an initial roster of currently credentialed paramedic and EMT personnel	Within 1 month of executed contract
R.4.b/d	Notify CCCEMSA of separation of employment or Section 1798.200 violation	Within 3 days of separation OR actual or alleged violation
R.6	Other Reports as Required	As requested

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SPECIAL CONDITIONS

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1. **Retention of Records.** Paragraph 3. (Records), Subparagraph a. (Retention of Records) of the General Conditions is hereby deleted in its entirety and replaced with the following:

“a. **Retention of Records.** Fire 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, Fire District shall make these records available to authorized representatives of the County, the State of California, and the United States Government.”

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

3. **Indemnification.** Paragraph 18. (Indemnification) is hereby deleted and replaced in its entirety by the following paragraph:

“18. **Indemnification.**
a. Fire District shall defend, save harmless and indemnify the County and its officers, agents and employees for the Fire 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 Fire District hereunder, resulting from the conduct, negligent or otherwise, of Fire District, its agents or employees.

b. The County shall defend, save harmless and indemnify Fire 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.** Paragraph 19. (Insurance) of the General Conditions is hereby deleted and replaced in its entirety by the following paragraph:

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

a. **Liability Insurance.** Fire District shall provide incidental medical 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

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include the County of Contra Costa and their respective officers and employees as additional named insured as to all services performed by Fire District under this agreement.

- b. Workers' Compensation. Fire District shall provide workers' compensation insurance coverage for its employees.
- c. Certificate of Insurance. Fire District shall provide the County with a certificate(s) of insurance evidencing liability, incidental medical malpractice and workers' compensation insurance as required herein no later than the effective date of this Contract. If Fire 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 Fire District shall provide (a) current certificate(s) of insurance.
- d. Additional Insurance Provisions. The insurance policies provided by the Fire 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 Fire District's insurance policy or policies."

5. All occurrences of the term "Contractor" in the General Conditions shall be replaced by the term "Fire District".

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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.


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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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
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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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