

INTERAGENCY AGREEMENT  
(Agency Provides Services)

Number 23-551-3  
Fund/Org # 7406  
Account # As Coded  
Other # \_\_\_\_\_

1. **Contract Identification.**

Department: Health Services –Emergency Medical Services  
Subject: Interagency Agreement between Contra Costa County and District name below for pre-hospital 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: **CITY OF RICHMOND ON BEHALF OF ITS FIRE DEPARTMENT** ("Department" OR "Agency")

Capacity: A Public Agency

Address: 440 Civic Center Plaza, 2<sup>nd</sup> Floor, Richmond, California 94804

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

4. **Payment Limit.** County's total payments to Agency under this Agreement shall not exceed \$ 669,066.

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

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

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

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

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: \_\_\_\_\_  
Health and Safety Code Sections 1797 et seq., California Government Code §§ 26227 and 31000, Health and Safety Code §§ 13961, 13963.

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

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS By <u>[Signature]</u> Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By <u>XXXXXXXXXXXX</u> Deputy
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**AGENCY**

By <u>Pamela Christian</u> (Signature of authorized Agency Representative) <u>Pamela Christian, City Clerk</u> (Print name and title A)	By <u>[Signature]</u> (Signature of authorized Agency Representative) <u>STEVEN FAUK, CITY MANAGER</u> (Print name and title B)
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**ACKNOWLEDGMENTS/APPROVALS**  
**(Purchase of Services – Long Form)**

Number 23-551-3

**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.

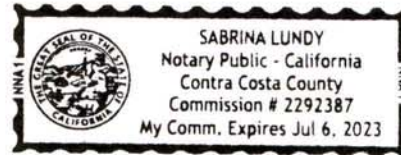
STATE OF CALIFORNIA       )  
  )  
COUNTY OF CONTRA COSTA   )

On August 20, 2019 (Date), before me, Sabrina Lundy, Notary Public (Name and Title of the Officer),  
personally Steven Falk and Pamela Christian appeared  
Steven Falk and Pamela Christian, 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

Sabrina Lundy  
Signature of Notary Public



Place Seal Above

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

**APPROVALS**

RECOMMENDED BY DEPARTMENT

By: \_\_\_\_\_

Designee

FORM APPROVED COUNTY COUNSEL

By: \_\_\_\_\_

Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: \_\_\_\_\_

Designee



**PAYMENT PROVISIONS**  
(Fee Basis Contracts – Long Form)

Number 23-551-3

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 **\$223,022**, County will pay Contractor in an amount not to exceed **\$669,066** under this Contract; *and*

In addition, the Fire Department shall allow the EMS Agency to deduct from its Measure H annual distributions any costs associated with the EMS agency acquisition or contracting for equipment, services or technology that directly benefits Fire Department. Any deductions performed will have written approvals from the EMS Agency Director and Department 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 Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1 (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2 (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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SERVICE PLAN

Number 23-551-3

**I. SERVICE ACTIVITIES.**

- A. **Scope of Service.** The following service plan defines the Richmond Fire Department ("Department") level of EMS System support for the provision of medical response, until patient care is assumed by the County's designated emergency ambulance contractor, 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, which are incorporated herein by reference, and in accordance with any amendments or revisions thereof. In performing services hereunder, Department shall work cooperatively with the Contra Costa EMS Agency (CEMSA).
- B. **Basic Services:** The Department shall:
1. Provide prehospital emergency medical first responder level services, at approved service level supported by Department. This level can be at the Emergency Medical Technician (EMT) (with or without expanded scope), Advanced EMT (AEMT) or Paramedic level 24 hours per day, 7 days per week, during the term of this agreement.
  2. Assure that all personnel are oriented to CCEMSA's policies and procedures; EMS system design; County Multi-Casualty Incident (MCI) Plan; medical radio communications (ambulances, base hospitals, County); medical equipment utilization and maintenance; and patient safety and pre-hospital care practices for first responder roles and responsibilities.
  3. Provide training, as approved by the CCEMSA, to prepare non-paramedic responders to assist paramedic responders in providing coordinated patient care.
  4. Participate in an approved first responder defibrillation program.
  5. Agree that the performance of pre-hospital first responder patient care services, as approved by the EMS Medical Director, under this Agreement shall conform to high professional standards.
  6. Designate one staff person with overall responsibility for EMS program coordination.
  7. Provide pre-hospital emergency medical first responder services without regard to patient's race, color, national origin, religious affiliation, age, sex, or ability to pay.
  8. Assure that electronic patient care record (ePCR) systems are compliant with CCEMSA, state and national standards for EMS system data exchange (NEMSIS) and that updates occur within one (1) year of release.
  9. Provide CCEMSA reliable access to electronic patient care and response time data supporting the effective coordination of EMS System service delivery, evaluation of the clinical care provided in the field, benchmarking to local, state and national standards, and performance improvement supporting patient and provider safety.
  10. Shall have all personnel comply with all requirements as established by the State of California and with all applicable provisions of the Contra Costa County Prehospital Care Manual and CCEMSA policies.
- C. **Response Time Reporting Standards.** Department's response times on requests for emergency medical services originating from within Department primary service area shall be monitored monthly.
1. **First Medical Response.**
    - a. Department shall endeavor to assure that a fire first response vehicle equipped as a

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"first responder unit" is at the scene of each emergency call for medical assistance within the Department's response standards or a median of 8 minutes (based on 2012 National Fire Protection Agency (NFPA) first medical response) for all Code 3 EMS responses within their district during any calendar month.

- b. Provide the CCEMSA with electronic data on response time for all EMS calls from the time call is assigned to fire unit (initial dispatch) to the time the fire unit reports arrival on scene.

2. **Exceptions.** CCEMSA agrees that calculations of Department's response time will include every emergency request originating from within Department's primary service area except as follows:

- a. Only the response time of the first arriving First Responder Unit staffed and equipped to provide emergency medical first responder services will be counted in cases where more than one First Responder Unit is sent to the same incident.
- b. During a multi-casualty incident (MCI), fire mutual aid, or declared disaster within the County, or in a neighboring jurisdiction which has requested assistance from the County.
- c. Those delays resulting from incorrect or inaccurate dispatch information, disrupted voice or data radio transmission, mobile data terminal failure, unavoidable telephone communications failure, nonexistent address, inability to locate patient due to patient departing the scene, delays caused by traffic secondary to incident, unavoidable delays caused by road construction, unavoidable delays caused by trains, or off-road locations.

- D. **EMS First Response Electronic Data Collection and Monitoring.** Department shall document and maintain data on all EMS responses.

1. **Documentation of Response Data.** For each medical emergency response, Department personnel shall document and report the following:

- a. Department Name
- b. Date of incident
- c. EMS incident number (if available)
- d. Department incident number
- e. Time call received
- f. Address of call
- g. City of call
- h. Thomas Brother's grid
- i. Latitude/longitude coordinates of call
- j. Nature of call (EMD code/determinant), if available,
- k. Time of initial dispatch
- l. Time ambulance provider notified
- m. Time and unit # of first fire unit on scene
- n. Service level of first fire unit on scene (EMT, AEMT or Paramedic)

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E. **Deployment Plan.**

1. Department shall provide the CCEMSA with a current deployment plan specifying the total number of first responder units with station location for situational awareness and promptly notify the CCEMSA in writing of interim or permanent changes that affect other EMS Systems.

F. **Staffing Standards and Personnel Preparation.**

1. **First Responder Units.** Department shall appropriately staff each First Responder Unit in accordance with Department requirements for desired service levels (EMT, AEMT or Paramedic). The CCEMSA minimum requirement for first medical response is EMT.
2. **Credentials.** Department shall assure that personnel normally assigned to respond to emergency medical requests must be at minimum an EMT currently certified in California. This requirement shall not apply to volunteer or paid on-call staff unless that is the standard for the Department, however, all volunteer or paid on-call staff shall have first responder training to include first aid, CPR, and first responder defibrillation.
3. **Electronic Patient Record Training:** Upon ePCR implementation first responder personnel will have access and receive training on an electronic patient care record (ePCR) in compliance with provider documentation requirements, CCEMSA policies and procedures and State and Federal standards (e.g. HIPAA and HITECH).
4. **Fire-EMS Consortium Training:** First responder personnel will reliably receive all CCEMSA required training produced by the Fire-EMS Training Consortium.
5. **County EMS Multi-Casualty Incident (MCI) Plan Training:** First responder personnel will receive semi-annual training covering a basic orientation to the MCI plan, notification levels, communication roles and responsibilities and patient triage and distribution. Functional and field exercises supporting interagency training are highly recommended.
6. **Assaultive Behavior Management Training.** First responder personnel will receive semi-annual training in the effective management of patients with psychiatric, drug/alcohol or other behavioral or stress related problems.
7. **Contra Costa County Safely Surrendered Baby Program:** Personnel at safe surrender sites will be trained in the roles and responsibilities of the Contra Costa County Safely Surrendered Baby Program. Fire Stations designated as Safely Surrender Sites will have appropriate signage and have a reliable process to store and replace newborn safely surrender kits.
8. **Joint Training:** Department will participate in joint training programs with ambulance services, hospital personnel, and dispatch centers.

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- G. **Medical Control.** Department acknowledges and agrees to the following related to emergency medical services provided:
1. The CCEMSA Medical Director shall have overall responsibility for medical control for all First Responder Defibrillation, EMT Advanced Airway, and Advanced Life Support Programs in County.
  2. Medical control is exercised prospectively through policies, protocols, and training established and approved by the CCEMSA Medical Director and through Base Hospital(s) designated by the CCEMSA Medical Director to provide on-line medical direction and consultation on medical and patient related issues.
  3. Medical oversight includes retrospective and concurrent quality improvement, and compliance with accountability participation by Department, Base hospital, and CCEMSA in accordance with applicable CCEMSA policy and state laws, and regulations.
- H. **Quality Improvement (QI) Program:** Department shall:
1. Support a Culture of Safety in the delivery of EMS Patient Care.
  2. Maintain a strong commitment to their internal continuous quality improvement (QI) program supporting EMS System performance improvement.
  3. Have a current written QI plan or policy of participation in the CCEMSA QI plan as approved by the CCEMSA Medical Director that is internally reviewed annually and updated as needed. Updates are subject to approval by the CCEMSA Medical Director.
  4. Provide a qualified Paramedic or Registered Nurse experienced in pre-hospital care, emergency medicine and/or pre-hospital quality improvement to be responsible for the Department quality improvement program pursuant to the Agreement.
  5. Provide a QI program that supports an organized, coordinated, multidisciplinary approach by participating in EMS system related QI meetings, activities and QI project teams.
  6. Comply with the EMS System's Patient/Provider Safety EMS Event Reporting Program.
  7. Assure that assigned personnel responsible for the quality improvement program complete an Institute of Healthcare Improvement (IHI) Certificate for Patient Safety, Quality and Leadership or equivalent within the first twelve (12) months of hire.
  8. Review internal EMS performance indicators and pre-hospital core metrics and engage field personnel in performance improvement activities.
  9. Annually review internal patient EMS related policies and procedures to assure they are consistent with CCEMSA policies and procedures.
- I. **Notification of Critical Incidents:** The Department shall notify the CCEMSA of any occurrences that could impact the certification, accreditation or licensure of any pre-hospital personnel.
- J. **Preventative Health Care.** Department shall offer immunizations and health screening to their at risk personnel in accordance with Federal, State, and County recommendations.
- K. **Infection Control.** Department shall assign qualified personnel as a Pre-hospital Infection Control Officer to be responsible for development, review and strict enforcement of policies for

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infection control and contaminated materials disposal to decrease the chance of communicable disease exposure in accordance with existing Federal and State laws and regulations.

- L. **Critical Incident Stress Debriefing.** Department shall establish a critical incident stress-debriefing program and an ongoing stress reduction program for its first responder personnel.
- M. **General Equipment.** Each of Department's first responder units shall carry all emergency supplies and equipment appropriate for the level of service provided (BLS or ALS) as identified in the CCEMSA Equipment and Supply list on file at the EMS Agency.
- N. **Equipment and Pharmaceutical Replacement and Exchange.**
1. Each first responder unit shall have emergency medical equipment, medications and supplies consistent with the first responder level of service as required by CCEMSA policies and minimum equipment lists. Equipment shall be maintained in good working order at all times. Medication and disposable supplies shall be non-expired.
  2. Department is responsible for maintaining a system for the replacement of expendable equipment and supplies. The replacement system may include arrangements with an ambulance transport agency to provide replacement service for those items that are interchangeable.
  3. To improve communications, pre-hospital care information exchange and overall operational effectiveness, new and replacement equipment should include technology that is intra-operable with the EMS Agency's and other EMS providers' equipment, processes and programs.
  4. Department is responsible for complying with all standards for the control and administration of all pharmaceuticals in accordance with local, state, FDA and DEA requirements.
- O. **Communications Equipment and Dispatch.**
1. Department shall equip each First Responder Unit with county-approved emergency portable radios on County's EBRECS radio system, including talk-groups identified for use in the EMS System and a cellular telephone for prehospital to base hospital communications.
  2. Department will assure that its designated dispatch center follows the standardized medical priority dispatch protocol criteria at a minimum as established by the CCEMSA.
  3. Department shall participate in identifying, evaluating and recommending efficiencies, coordination and improvements in emergency communications, equipment and dispatch for the benefit of the EMS System.
- P. **Cooperation With Evolving EMS System.** Department agrees to participate and prioritize Measure H funding to assist in the development of system changes subject to related costs, if any. Equipment and supply requirements may be modified by the CCEMSA to adapt to changes in related technology. To improve communications, data collection and overall operational effectiveness, new and replacement equipment should include technology that is intra-operable with the EMS System's and other EMS providers' equipment, processes and programs.
- Q. **Observation by CCEMSA Staff.** Observations shall be coordinated through the Department's EMS Division or Fire Chief. A CCEMSA representative may directly observe the Department's

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facilities and operations. The CCEMSA representative shall conduct themselves in a professional and courteous manner, shall not interfere with the Department's personnel in the performance of their duties and shall be respectful of the Department's employer/employee relationships.

R. **On Scene Coordination.**

1. The medical responder with the highest level of credentials (first aid, EMT, EMT Defibrillation, EMT Advanced Airway, Advanced EMT or Paramedic) on the scene of a medical emergency is responsible for patient care until one of the following occurs in accordance with CCEMSA policy and procedures:
  - a. Patient is released to other medical personnel in the field.
  - b. Patient is released to appropriate medical personnel at an EMS Agency-designated ambulance receiving facility.
  - c. Patient refuses medical care or ambulance transportation.
2. First responders may need to accompany the patient in the ambulance to a designated ambulance receiving facility to support safe patient transport, e.g. cardiac arrest.

- S. **Prehospital Care Information Exchange and ePCR.** Department agrees that ePCR information exchange provides the ability of the CCEMSA and the Department to improve patient outcome and EMS System. Department(s) without ePCR systems shall establish a plan and implement ePCR use within twelve (12) months of the signed agreement. The Department agrees to ePCR record keeping and reporting requirements supporting patient safety, medical oversight and coordination of emergency medical services provided by Department under this agreement.

- T. **ePCR Medical Oversight and Prehospital Care Information Exchange:** Department shall:
1. Assure that First Responder personnel provide appropriate patient care documentation for every patient contact, whether or not an ambulance transports the patient.
  2. Assure an EMS approved electronic Patient Care Record (ePCR) is accurately completed and distributed to the receiving hospital according to CCEMSA policies and procedures.
    - a. Maintain a 95% ePCR completion rate for each patient contact within 24 hours of patient contact.
    - b. Completion rates shall be accessible to the District within any 30 day period for the Department to evaluate at least quarterly.
    - c. Be capable of generating monthly by ePCR compliance reports to support internal accountability.
    - d. Have a reliable process of ePCR documentation review to support professional and high quality patient care documentation.
  3. Shall provide reliable access to an electronic copy of any PCR to the CCEMSA Quality Staff and Medical Director within 24 hours of patient contact.
  4. Department shall provide the CCEMSA Quality staff and Medical Director with access to patient care data for all patient responses suitable for statistical analysis to support oversight of the EMS System for all patient responses.
  5. Patient care data collected and available shall be consistent with National EMS Information System (NEMSIS) specifications and the comprehensive data specifications approved by the CCEMSA.

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6. Data shall include number of patients treated on scene, number of patients transported, and number of patients who refused transport.

- U. **Response Time Statistical Data and Reporting.** -Department shall provide the CCEMSA with first responder response time and related data -via an CCEMSA approved data warehouse. Records shall include the elements identified in Sections I.D.1 in this agreement.
- V. **Personnel.** Department shall maintain on file at all times, copies of current and valid credentials for all emergency medical personnel performing services under this Agreement.
- W. **Other Reports.** Department is encouraged to produce an annual report of EMS services for the public available on their website and shall provide such other reports and records as may be reasonably required by the EMS Agency.
- X. **Compensation Related Provisions.** The CCEMSA Director shall be notified of any policies and rates charged to patients as approved by the governing board of the Fire Department within 30 days of approval.
- Y. **Payment Provisions.** County shall pay Department the amount specified in Payment Provisions, Paragraph 1.d. for first responder services provided pursuant to this Agreement. Allocations of Measure H funds should be utilized consistent with the County EMS Guidelines for Fire First Medical Response for County Service Area EM-1 (Measure H) funds. In the event that Measure H funds are not utilized within the fiscal year they may be reallocated by the Department to support Countywide EMS System special project funding.
- Z. **Standardized Activity and Improvement Reporting.** Department may be asked to submit at the end of each fiscal year a standardized EMS activity and improvement report for all Measure H funds allocated as part of this agreement. When requested the report will be submitted to the CCEMSA no later than the last day of October.

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**SPECIAL CONDITIONS**

Number 23-551-3

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.** Department 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, Department 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. Department shall defend, save harmless and indemnify the County and its officers, agents and employees for the Department 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 Department hereunder, resulting from the conduct, negligent or otherwise, of District, its agents or employees.
- b. The County shall defend, save harmless and indemnify Department 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, Department shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in these Conditions:

- a. **Liability Insurance.** Department 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 include the County of Contra Costa and their respective officers and employees as additional named insured as to all services performed by Department under this agreement.

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Agency

[Signature]  
County Dept.



**SPECIAL CONDITIONS**

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- b. Workers' Compensation. Department shall provide workers' compensation insurance coverage for its employees.
- c. Certificate of Insurance. Department 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 Department 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 Department shall provide (a) current certificate(s) of insurance.
- d. Additional Insurance Provisions. The insurance policies provided by the Department 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 Department insurance policy or policies."
5. All occurrences of the term "Contractor" in the General Conditions shall be replaced by the term "Department or Agency".

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Agency County Dept.

**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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GENERAL CONDITIONS  
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

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

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

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

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

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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 of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

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

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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:

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- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

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23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be

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required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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