

CALENDAR FOR THE BOARD OF SUPERVISORS  
**CONTRA COSTA COUNTY**  
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD  
**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET**  
**MARTINEZ, CALIFORNIA 94553-1229**

**JOHN GIOIA**, *CHAIR*, 1ST DISTRICT  
**CANDACE ANDERSEN**, *VICE CHAIR*, 2ND DISTRICT  
**MARY N. PIEPHO**, 3RD DISTRICT  
**KAREN MITCHOFF**, 4TH DISTRICT  
**FEDERAL D. GLOVER**, 5TH DISTRICT

**DAVID J. TWA**, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES.  
A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR.

The Board of Supervisors respects your time, and every attempt is made to accurately estimate when an item may be heard by the Board. All times specified for items on the Board of Supervisors agenda are approximate. Items may be heard later than indicated depending on the business of the day. Your patience is appreciated.

**AGENDA**  
**January 13, 2015**

**9:00 A.M. Convene, Call to Order and Opening Ceremonies**

Inspirational Thought- "Motivation is an external, temporary high that pushes you forward. Inspiration is a sustainable internal glow which pulls you forward." ~Thomas Leonard

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.37 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

- PR.1** PRESENTATION proclaiming January 2015 as Slavery and Human Trafficking Prevention Month in Contra Costa County. (Supervisor Mitchoff)
- PR.2** PRESENTATION recognizing Julie Bueren, Contra Costa County Public Works Director, as 2014 Engineer of the Year. (David Twa, County Administrator)
- PR.3** PRESENTATION proclaiming January 2015 as Eligibility Workers' Month. (Kathy Gallagher, Employment and Human Services Director)

**DISCUSSION ITEMS**

**D. 1** CONSIDER Consent Items previously removed.

**D. 2** PUBLIC COMMENT (2 Minutes/Speaker)

- D.3** CONSIDER introducing Ordinance No. 2015-04 to repeal Ordinance No. 2014-10, which would have adjusted the salary of the Board of Supervisors; waiving reading and fixing January 20, 2015 for adoption. (Supervisor Gioia)
- D.4** HEARING to consider approving a rezoning from Multiple Family Residential (M-12) to Planned Unit District (P-1) and Final Development Plan approval for the proposed "Westborough" 14-unit condominium project located at 1640-1660 Tice Valley Boulevard in the Saranap area of unincorporated Walnut Creek, and make related California Environmental Quality Act findings, as recommended by the County Planning Commission. (Ruben Hernandez, Department of Conservation and Development)
- D.5** HEARING to consider approving a rezoning from Planned Neighborhood Business to Retail Business District of three parcels, excluding the drainage easement area, at the Stone Valley Center, located at 3160 Danville Boulevard, Alamo, and make related California Environmental Quality Act findings, as recommended by the County Planning Commission. (Aruna Bhat, Department of Conservation and Development)
- D.6** CONSIDER approving the Final Emergency Ambulance Request for Proposals (RFP), directing the Emergency Medical Services Agency to submit the RFP to the California State EMS Authority and, upon State approval, release the RFP. (EMS Director Pat Frost, EMS Agency RFP Facilitator Art Lathrop, and RFP Consultant Rick Keller)
- D.7** HEARING on the itemized costs of abatement for property located at 3010 Del Hombe Lane, Walnut Creek, CA (Christina Kohler & Haigoush Heidi Kohler, Tre, Owners). (Jason Crapo, Conservation and Development Department)
- D.8** CONSIDER adopting Resolution No. 2015/3, which supersedes Resolution No. 2014/205, regarding compensation and benefits for the County Administrator, County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees to reflect changes, as recommended by the County Administrator. (David Twa, County Administrator)

**D. 9** CONSIDER reports of Board members.

#### **Closed Session**

**A. CONFERENCE WITH LABOR NEGOTIATORS**

1. Agency Negotiators: David Twa and Bruce Heid.



Employee Organizations: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Empl. Int'l Union United Health Care Workers West; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; Contra Costa County Deputy District Attorneys' Assn.; and Prof. & Tech. Engineers, Local 21, AFL-CIO.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code, § 54956.9(d)(1))

1. Retiree Support Group of Contra Costa County v. Contra Costa County, U.S. District Court, Northern District of California, Case No. C12-00944 JST
2. Daniel Rodriguez v. County of Contra Costa, et al., U.S. District Court, Northern District of California, Case No. C13-2516 JSC
3. Save Mount Diablo v. Contra Costa County, et al., Contra Costa County Superior Court Case No. N13-0774.

#### C. LIABILITY CLAIMS

Claimant: Raie Rafat

Agency claimed against: Contra Costa County

### ADJOURN

#### CONSENT ITEMS

##### Road and Transportation

- C. 1 ADOPT Resolution No. 2015/19 vacating 788 linear feet of excess County road identified as Carquinez Scenic Drive, located southeast of the Contra Costa Brick Works Plant to the westerly end of the previously vacated segment of roadway in the Port Costa area, as recommended by the Public Works Director. (100% Local Road Funds)

- C. 2** ADOPT Resolution No. 2015/20 to approve and authorize the Public Works Director, or designee, to submit a 2015/2016 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$150,000 for the Pedestrian Crossing Enhancements Project – Central County, Bay Point and Walnut Creek areas. (34% TDA Grant Funds; 66% Local Road Funds)
- C. 3** ADOPT Resolution No. 2015/21 to approve and authorize the Public Works Director, or designee, to submit a 2015/2016 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$100,000 for the Pedestrian Crossing Enhancements Project – East County, Knightsen and Discovery Bay areas. (37% TDA Grant Funds, 63% Local Road Funds)
- C. 4** ADOPT Resolution No. 2015/22 to approve and authorize the Public Works Director, or designee, to submit a 2015/2016 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$150,000 for the Pomona Street Pedestrian Safety Improvement Project, Crockett area. (43% TDA Grant Funds, 57% Local Road Funds)

#### **Special Districts & County Airports**

- C. 5** ACCEPT the 2014 status report from the Public Works Director on street light maintenance by Pacific Gas and Electric Company in coordination with Contra Costa cities and the County, as recommended by the Transportation, Water and Infrastructure Committee, Countywide. (100% County Service Area L-100 Funds)
- C. 6** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with A.S. Dutchover & Associates (dba Dutchover & Associates) in an amount not to exceed \$250,000 to provide on-call landscape architecture services for the period January 1, 2015 to March 31, 2018, Countywide. (100% Special Revenue Funds)
- C. 7** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute a contract amendment with LSA Associates, Inc., to extend the term from December 31, 2014 to December 31, 2015 with no change to the payment limit of \$467,000, to continue to provide vegetation, rangeland, water quality monitoring, data analysis, and report writing services in support of the Streambank Vegetation Management Study, Concord area. (100% Flood Control District Zone 3B Funds)

#### **Claims, Collections & Litigation**

- C. 8** DENY claims filed by Jack Cooper, Enterprise Rent A Car, Shannon O. Murphy Sr., Tamara Salcido, and Sheet Metal & Associates – c/o Shannon O. Murphy Sr.

### **Honors & Proclamations**

- C. 9** ADOPT Resolution No. 2015/12 recognizing January 2015 as Eligibility Workers' Month, as recommended by Employment and Human Services Director.
- C. 10** ADOPT Resolution No. 2015/15 proclaiming January 2015 as Slavery and Human Trafficking Prevention Month in Contra Costa County, as recommended by Supervisor Mitchoff.
- C. 11** ADOPT Resolution No. 2015/14 accepting Contra Costa Regional Medical Centers' prestigious designation as National Leader in the LGBT (Lesbian, Gay, Bisexual and Transgender) Healthcare Equality Index 2013-2014 by the Human Rights Campaign, as recommended by Supervisor Gioia.

### **Appointments & Resignations**

- C. 12** REAPPOINT Brian Amador, Lynette Busby, Jeffrey Peckham, and John Vallor to the Contra Costa Centre Municipal Advisory Council for four year terms conterminous with Supervisor Mitchoff's term of office, as recommended by Supervisor Mitchoff.

### **Intergovernmental Relations**

- C. 13** AUTHORIZE the County to provide the Contra Costa County Employees' Retirement Association's (CCCERA) workers' compensation coverage up to the amount of the County's self insured retention for workers compensation insurance at CCCERA's expense, from January 1, 2015 to no later than June 30, 2015, to allow CCCERA time to meet State requirements for provision of workers' compensation insurance for its employees, as recommended by the County Administrator.

### **Personnel Actions**

- C. 14** ADOPT Position Adjustment Resolution No. 21590 to add one Sheriff's Specialist (represented) position and cancel one Sheriff's Director of Support Services (represented) position in the Office of the Sheriff-Support Services Bureau. (Cost savings)

- C. 15** ADOPT Position Adjustment Resolution No. 20591 to add one Lead Detention Services Worker position (represented) and cancel one Detention Services Worker position (represented) in the Office of the Sheriff–Custody Services Bureau. (100% General Fund)
- C. 16** ADOPT Position Adjustment Resolution No. 2015/16 to provide salary increase adjustments for the County Counsel and Public Defender classifications, as recommended by the County Administrator. (100% General Fund)

### **Grants & Contracts**

**APPROVE and AUTHORIZE execution of agreements between the County and the following agencies for receipt of fund and/or services:**

- C. 17** APPROVE and AUTHORIZE the Employment and Human Services Department director, or designee, to apply for and accept funding from California Department of Education in an amount not to exceed \$5,000, to fund 60 additional childcare slots for the final day of the fiscal year, June 30, 2015. (No County match)
- C. 18** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the State of California, Office of Service Integration (OSI), to pay the County an amount not to exceed \$361,716 for the County to provide a subject matter expert to assist the State's OSI on the implementation of county based services relative to the maintenance of new in-home support services case management, information and pay-rolling systems for the period January 1, 2015 through December 31, 2017. (No County match)
- C. 19** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, accept funds in an amount not to exceed \$450,000 to serve as the local lead agency of the Tobacco Prevention Project for the period July 1, 2014 through June 30, 2017, and certify that the County is in compliance with certain State requirements; and APPROVE the County's Comprehensive Tobacco Control Plan and Budget for FY 2014-2017 for submission to the California Department of Public Health for the Tobacco Prevention Project. (No County match)
- C. 20** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, Office of Health Equity, to pay the County an amount not to exceed \$9,400 for the Public Health CalBrace Climate Change Project, through June 30, 2015 (No County match)

- C. 21** APPROVE and AUTHORIZE the Health Services Director, or designee, to accept funding from the Department of Health Care Services, Children Medical Services, in an amount not to exceed \$1,576,781 for the Child Health and Disability Prevention and the Health Care Program for Children in Foster Care, for the period July 1, 2014 through June 30, 2015. (Budgeted, 25% General Fund match)
- C. 22** APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute a contract with the State of California, Health Benefit Exchange, to pay the County an amount not to exceed \$33,754,425 for the continued operations of the Contra Costa County Covered California Call Center for the period of February 1, 2015 through June 30, 2017. (No County match)
- C. 23** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with California Department of Community Services and Development, including modified indemnification language, to pay County an amount not to exceed \$3,760,243 for Low Income Home Energy Assistance Programs for the period January 1, 2015 through January 31, 2016. (No County match)
- C. 24** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Education, to increase the payment limit to the County by \$148,611 to a new payment limit of \$3,497,960 for childcare and development programs (CalWORKS Stage 2), with no change to the term of July 1, 2013 through June 30, 2014. (No County match)
- C. 25** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Community Services and Development, including modified indemnification language, to extend the term through February 28, 2015 with no change to the payment limit of \$790,619, for Community Services Block Grant program services. (No County match)
- C. 26** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the California Department of Community Services and Development, including modified indemnification language, to pay the County an amount not to exceed \$213,583 to provide Community Services Block Grant program services for the period January 1 through December 31, 2015. (No County match)
- C. 27** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute Agreements with the City of Concord and Town of Danville for the provision by the County of pre-employment screening services for the period of April 1, 2015 through March 31, 2017. (Cost neutral)

**APPROVE and AUTHORIZE execution of agreement between the County and the following parties as noted for the purchase of equipment and/or services:**

- C. 28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Women's Health Partners of California, Inc., in an amount not to exceed \$580,000 to provide obstetrics and gynecology services, for the period January 1, 2015 through December 31, 2016. (100% Contra Costa Health Plan Enterprise Fund III)
- C. 29** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Rubicon Programs, Inc., in an amount not to exceed \$110,000 to provide mental health services for CalWORKs clients, for the period July 1, 2014 through June 30, 2015, including an automatic extension through December 31, 2015 in an amount not to exceed \$55,000. (100% CalWORKs)
- C. 30** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Vincent S. Perez, M.D, effective October 1, 2014, to increase the payment limit by \$1,000 to a new payment limit of \$314,600, to provide for reimbursement for travel while performing psychiatric services in County mental health facilities, with no change in the original term of July 1, 2014 through June 30, 2015. (100% Mental Health Realignment)
- C. 31** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the Department of Health Care Services, effective September 29, 2014, to extend the term from September 30, 2014 through September 30, 2015 and increase the amount payable to County by \$296,920 to a new payment limit of \$8,187,671, and to make technical adjustments to the budget for continuous funding for the AIM (Access for Infants & Mothers) Program. (No County match)
- C. 32** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Shelter, Inc. of Contra Costa County in an amount not to exceed \$268,724 to provide services to County residents in the Supportive Housing Program, for the period September 1, 2014 through November 30, 2015. (75% McKinney-Vento funds; 25% County)
- C. 33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with William W. Chen, M. D., in an amount not to exceed \$410,000 to provide professional Primary Care services, for the period January 1, 2015 through December 31, 2016. (100% Contra Costa Health Plan Enterprise Fund III)

- C. 34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Yaron Friedman, M.D., Inc., in an amount not to exceed \$400,000 to provide obstetrics and gynecology services for the period January 1, 2015 through December 31, 2016. (100% Contra Costa Health Plan Enterprise Fund III )
- C. 35** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase Order with Hyland Software in an amount of \$132,713 for annual software maintenance and licensing for OnBase Document Management and Image Scanning Software for the period January 1 through December 31, 2015. (100% Enterprise Fund I)
- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Kaiser Foundation Health Plan, Inc., to extend the term from December 31, 2014 through March 31, 2015 with no change in the payment limit of \$80,000,000, to continue providing health care services for Medi-Cal recipients enrolled in the Kaiser Foundation Health Plan. (100% Contra Costa Health Plan Enterprise Fund III)
- C. 37** APPROVE and AUTHORIZE the County Treasurer-Tax Collector, or designee, to execute a financial services agreement with PFM Asset Management, LLC to provide asset management services for the purpose of managing the bond proceeds for the Contra Costa Community College District, effective January 7, 2015. (100% Bond Proceeds Earnings)

### **GENERAL INFORMATION**

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to the Redevelopment Agency. Persons who wish to address the Board should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

Subscribe to receive the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 335-1900 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

[www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us)

### **STANDING COMMITTEES**

The Airport Committee (Karen Mitchoff and Supervisor Mary N. Piepho) meets quarterly on the second Monday of the month at 10:30 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

The Family and Human Services Committee (Supervisors Federal D. Glover and Candace Andersen) meets on the second Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Finance Committee (Supervisors Mary N. Piepho and Federal D. Glover) meets on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Hiring Outreach Oversight Committee (Supervisors Federal D. Glover and Karen Mitchoff) meets on the first Thursday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Internal Operations Committee (Supervisors Karen Mitchoff and John Gioia) meets on the second Monday of the month at 2:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Legislation Committee (Supervisors Karen Mitchoff and Federal D. Glover) meets on the first Thursday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.



The Public Protection Committee (Supervisors John Gioia and Federal D. Glover) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Transportation, Water & Infrastructure Committee (Supervisors Candace Andersen and Mary N. Piepho) meets on the first Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee	TBD	TBD	See above
Family & Human Services Committee	TBD	TBD	See above
Finance Committee	February 2, 2015	10:30 a.m.	See above
Hiring Outreach Oversight Committee	TBD	TBD	See above
Internal Operations Committee	TBD	TBD	See above
Legislation Committee	TBD	TBD	See above
Public Protection Committee	Special Meeting January 26, 2015	2:00 p.m.	See above
Transportation, Water & Infrastructure Committee	TBD	TBD	See above

**PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES**

**A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR**

**AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.**

### **Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):**

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

**AB** Assembly Bill

**ABAG** Association of Bay Area Governments

**ACA** Assembly Constitutional Amendment  
**ADA** Americans with Disabilities Act of 1990  
**AFSCME** American Federation of State County and Municipal Employees  
**AICP** American Institute of Certified Planners  
**AIDS** Acquired Immunodeficiency Syndrome  
**ALUC** Airport Land Use Commission  
**AOD** Alcohol and Other Drugs  
**ARRA** American Recovery & Reinvestment Act of 2009  
**BAAQMD** Bay Area Air Quality Management District  
**BART** Bay Area Rapid Transit District  
**BayRICS** Bay Area Regional Interoperable Communications System  
**BCDC** Bay Conservation & Development Commission  
**BGO** Better Government Ordinance  
**BOS** Board of Supervisors  
**CALTRANS** California Department of Transportation  
**CalWIN** California Works Information Network  
**CalWORKS** California Work Opportunity and Responsibility to Kids  
**CAER** Community Awareness Emergency Response  
**CAO** County Administrative Officer or Office  
**CCCFPD (ConFire)** Contra Costa County Fire Protection District  
**CCHP** Contra Costa Health Plan  
**CCTA** Contra Costa Transportation Authority  
**CCRMC** Contra Costa Regional Medical Center  
**CCWD** Contra Costa Water District  
**CDBG** Community Development Block Grant  
**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire (CCCFPD)** Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPI** Consumer Price Index  
**CSA** County Service Area  
**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**EBMUD** East Bay Municipal Utility District  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee

**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Syndrome  
**HOME** Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households  
**HOPWA** Housing Opportunities for Persons with AIDS Program  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IHSS** In-Home Supportive Services  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1  
**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding  
**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**OB-GYN** Obstetrics and Gynecology  
**O.D.** Doctor of Optometry  
**OES-EOC** Office of Emergency Services-Emergency Operations Center  
**OPEB** Other Post Employment Benefits  
**OSHA** Occupational Safety and Health Administration  
**PARS** Public Agencies Retirement Services  
**PEPRA** Public Employees Pension Reform Act  
**Psy.D.** Doctor of Psychology  
**RDA** Redevelopment Agency  
**RFI** Request For Information  
**RFP** Request For Proposal  
**RFQ** Request For Qualifications

**RN** Registered Nurse  
**SB** Senate Bill  
**SBE** Small Business Enterprise  
**SEIU** Service Employees International Union  
**SUASI** Super Urban Area Security Initiative  
**SWAT** Southwest Area Transportation Committee  
**TRANSPAC** Transportation Partnership & Cooperation (Central)  
**TRANSPLAN** Transportation Planning Committee (East County)  
**TRE** or **TTE** Trustee  
**TWIC** Transportation, Water and Infrastructure Committee  
**UASI** Urban Area Security Initiative  
**VA** Department of Veterans Affairs  
**vs.** versus (against)  
**WAN** Wide Area Network  
**WBE** Women Business Enterprise  
**WCCTAC** West Contra Costa Transportation Advisory Committee



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 13, 2015

Subject: Presentation Proclaiming January 2015 as Eligibility Workers' Month

---

**RECOMMENDATION(S):**

PRESENTATION proclaiming January 2015 as Eligibility Workers' Month (Kathy Gallagher)

**FISCAL IMPACT:**

None

**BACKGROUND:**

Since the Great Recession and Health Care Reform there have been unprecedented numbers of people needing assistance and the Eligibility Workers in Contra Costa County have stepped up to this challenge to assist those less advantaged and/or in need of affordable health care to get the services they need.

**CONSEQUENCE OF NEGATIVE ACTION:**

Eligibility Workers will not be recognized

**CHILDREN'S IMPACT STATEMENT:**

None

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

Contact: Earl Maciel 3-1648

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: January 13, 2015

Subject: RESCISSION OF SALARY ORDINANCE NO. 2014-10 FOR BOARD OF SUPERVISORS

---

**RECOMMENDATION(S):**

INTRODUCE Ordinance No. 2015-04 repealing Ordinance No. 2014-10, which would have adjusted the salary of the Board of Supervisors; WAIVE reading; and FIX January 20, 2015 for adoption.

**FISCAL IMPACT:**

The estimated cost associated with the 2014 salary ordinance is \$235,000, \$66,876 of which is pension cost.

**BACKGROUND:**

On November 4, 2014, the Board of Supervisors adopted Ordinance No. 2014-10, which amended the County Ordinance Code to adjust salary of members of the Board of Supervisors to an annual amount equivalent to seventy percent of Superior Court judges' salaries and provided that, prospectively, Supervisors' salaries would be adjusted as necessary to maintain a base salary equivalent to seventy percent of judges' salaries. Judge's salaries are linked to the salary increases of State employees.

The Supervisors' salaries had not been raised since 2007 and were the lowest in the State for urban counties, and the second lowest for counties in the Bay Area.

On January 2, 2015, a coalition of labor organizations filed a referendum petition, calling on the Supervisors to rescind the salary increase and, effectively, suspending the ordinance that was to have taken effect on January 3, 2015. The County Registrar of Voters advised that the petition must contain 25,407 valid signatures in order to be deemed sufficient. The petition filed on January 2 is estimated to contain approximately 39,000 signatures

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

Contact: JOHN GIOIA (510)  
231-8686

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

but the number of valid signatures is yet to be determined by the Elections office. The signature verification is currently in process.

In recognition of the public expression through the petition process and to avoid the expenditure of time and resources to verify the petition signatures or hold an election on the matter, the Board will consider rescinding the salary adjustment ordinance.

The Board will take up at a future meeting the issue of how to proceed on a salary adjustment.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Supervisors elect to uphold the salary adjustment ordinance and the petition is found to be sufficient, then the Board must submit the ordinance to the voters either at a future regular or special county election.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Ordinance No. 2015-04 BOS Salary Ordinance Repeal

ORDINANCE NO. 2015-04

(Repeal of Ordinance No. 2014-10)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

**SECTION I. Summary.** This ordinance repeals Ordinance No. 2014-10, which modified salary provisions for members of the Board of Supervisors.

**SECTION II. Repeal.** Ordinance No. 2014-10 is hereby repealed in its entirety.

**SECTION III. Effective Date.** This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or against it in the Contra Costa Times, a newspaper published in this County.

PASSED ON \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA,  
Clerk of the Board of Supervisors  
and County Administrator

\_\_\_\_\_  
Board Chair

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

[SEAL]

TLG:  
H:\2015\Board of Supervisors\BOS salary ordinance repeal - final.wpd





Contra  
Costa  
County

To: Board of Supervisors

From: John Kopchik, Interim Director, Conservation & Development Department

Date: January 13, 2015

Subject: Westborough 14-Unit Condominium Project, Final Development Plan and Rezone, Tice Valley Blvd. Walnut Creek area, County File #RZ14-3225, DP14-3018

---

**RECOMMENDATION(S):**

A. OPEN the public hearing and receive testimony;

B. CLOSE the public hearing;

C. FIND that on the basis of the whole record before the County (including the Initial Study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment, and that the September 4, 2014 Mitigated Negative Declaration prepared for this project reflects the County's independent judgment and analysis;

D. ADOPT the Mitigated Negative Declaration and the accompanying Mitigation Monitoring Program (MMP) for purposes of satisfying this project's compliance with the California Environmental Quality Act;

E. ADOPT the findings contained in County Planning Commission Resolution No. 15-2014 as the basis for the Board's approval;

F. APPROVE the variance to the Planned Unit (P-1) Zoning District 5-acre minimum lot size requirement;

G. ADOPT Ordinance No. 2015-01 rezoning the 1.12-acre parcel to Planned Unit Development (P-1) from Multiple-Family Residential (M-12), giving effect to aforementioned rezoning;

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

Contact: Ruben Hernandez,  
674-7785

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Chris Howard, GIS, DCD

## RECOMMENDATION(S): (CONT'D)

H. APPROVE the Westborough Final Development Plan as shown in the plans received by the Department of Conservation and Development on June 11, 2014;

I. DIRECT the Community Development Division to post a Notice of Determination with the County Clerk.

### FISCAL IMPACT:

None. The applicant is responsible for all application processing fees.

### BACKGROUND:

#### **I. Executive Summary**

This is a hearing on a request for approval of a final development plan and rezone to Planned Unit (P-1) district for a proposed 14 unit condominium project to be known as the "Westborough" condominiums in the unincorporated Walnut Creek. The 1.12-acre project site is located at 1640-1660 Tice Valley Boulevard, south of Olympic Boulevard.

The Westborough condominiums will be two-story, side-by-side units, constructed in clusters of 2, 3 and 4 units per building. All of the units will be 3 bedroom townhouse style units, with single car garages. The units will be accessed via a new "U" shaped private roadway accessed from Tice Valley Boulevard. The project will include the installation of complete site improvements including, landscaping improvements, clean water facilities, roadway improvements (including 18 guest parking spaces) and storm drain improvements. The project will also entail the removal of 23 code protected trees and work within the drip line of 11 code protected trees. A variance to the 5-acre minimum lot size requirement of the Planned Unit (P-1) Zoning District is also being requested.

The project was heard by the County Planning Commission on October 28, 2014. At the hearing no public comments were received in opposition to the project and the Planning Commission approved the vesting tentative condominium map and adopted a recommendation that the Board of Supervisors approve the rezone to P-1 and the final development plan. The Planning Commission also made a minor change to a condition of approval in order to address the proper disposal of green waste generated by the project.

Staff is recommending that the Board approve the Westborough final development plan and adopt the rezoning of the site to Planned Unit District (P-1) from its existing Multiple Family Residential (M-12) district.

#### **II. County Planning Commission Hearing**

On October 28, 2014 the proposed "Westborough" 14-unit condominium project was heard by the County Planning Commission. The Planning Commission opened the public hearing whereat the applicant provided some background and a description of the project, in addition to providing responses to questions presented by the Commission. After receiving no other public comments the Planning Commission closed the public hearing. After closing the public hearing, the Commission discussed various aspects of the project including the handling of "green waste" generated by the project. In order to ensure that the green waste generated by the project is handled properly, a motion was passed modifying condition of approval #22 to require that all of the green waste is properly disposed of at a green waste recycling facility. Condition of approval #22 is a standard construction condition which requires that 50 percent of job site debris be recycled or diverted from landfill disposal. Per the Commission's motion, condition of approval #22 was modified to require that all (100%) green waste generated by the project be delivered to a permitted green waste recycling facility and that the developer provide evidence that the green waste was delivered to such a facility prior to issuance of a grading or building permit.

After adopting the motion to modify condition of approval #22, the Planning Commission voted unanimously to approve the project as recommended by staff, which included approval of the Westborough vesting tentative condominium map and a recommendation that the Board of Supervisors approve the rezoning of the site to Planned Unit District (P-1) and the Westborough final development plan.

### **III. Environmental Review**

In accordance with the provisions of the California Environmental Quality Act (CEQA) and State and County CEQA Guidelines, an initial study was prepared for the project to identify any potential environmental impacts. The initial study identified impacts in the areas of air quality and noise for which mitigation measures were incorporated into the project reducing the impacts to a less than significant level. On September 4, 2014 the Notice of Public Review and Intent to adopt a Mitigated Negative Declaration was circulated and posted with the County Recorder's office for a 20-day review period. No public comments were received on the adequacy of the initial study.

### **IV. Conclusion**

Staff recommends that the Board of Supervisors approve the rezoning and Final Development Plan as recommended by the County Planning Commission. The design and location of the Westborough condominiums is consistent with the surrounding uses and the project will provide new housing in an ideal infill location with good access to schools, public transportation, freeways and shopping.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

If the Westborough final development plan and rezoning to Planned Unit District (P-1) is not approved, the final map can not be recorded and the project will not be constructed, preventing the addition of new housing in the County.

#### **CHILDREN'S IMPACT STATEMENT:**

The Westborough condominiums will provide new housing that is consistent with the following outcome established in the Children's Report Card: *5) Communities that are safe and provide a high quality of life for children and families.*

#### **ATTACHMENTS**

CPC Resolution No. 15-2014

CPC Approved Conditions

CPC Staff Report

Ordinance No. 2015-01 Map

Maps

Initial Study and MMP

Westborough Final Development Plan

## RESOLUTION NO. 15-2014

### RESOLUTION OF COUNTY PLANNING COMMISSION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, INCORPORATING FINDINGS AND RECOMMENDATIONS FOR A PROPOSED CHANGE IN ZONING, FINAL DEVELOPMENT PLAN AND VESTING TENTATIVE MAP FOR THE WESTBOROUGH CONDOMINIUM PROJECT LOCATED ON TICE VALLEY BOULEVARD IN THE WALNUT CREEK AREA OF SAID COUNTY.

WHEREAS, Momo Development 2013, LLC (Applicant) & William Ashurst, Margaret Sluus and Sarah Lombardo (Owners) submitted a request for approval of a vesting tentative map, rezone and final development plan for a 14-unit condominium development, and related on-site improvements, to be located on a 1.12-acre site identified as 1640-1660 Tice Valley Boulevard in the unincorporated Walnut Creek area of Contra Costa County, for which an application was received on April 3, 2014; and

WHEREAS, for purposes of compliance with the provisions of the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines, the Department of Conservation and Development prepared a Notice of Public Review and Notice of Intent to Adopt a Mitigated Negative Declaration for the project which was posted and circulated for comment on September 4, 2014, which indicated that, as mitigated, the project would not result in any significant environmental impacts; and

WHEREAS, no comments were received during the 20-day public comment period and the applicant agreed in writing to the mitigation measures prepared for the project; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled before the County Planning Commission on Tuesday, October 28, 2014, where all persons interested therein might appear and be heard; and

WHEREAS, at the public hearing the Planning Commission, after opening the public hearing and receiving testimony, expressed concern over the handling of the trees and green waste to be generated during the clearing of the site, moved to modify the language of condition of approval #22 in a manner that would ensure that all of the "green waste" removed from the project site be properly recycled so that a modified condition of approval #22 was prepared which reads as follows:

**Modified Condition of Approval #22:** At least 15 days prior to the issuance of a grading permit or building permit the developer shall demonstrate compliance

with the debris recovery program, which requires at least 50 percent of the jobsite debris generated by construction projects of 5,000 square feet or greater to be recycled, or otherwise diverted from landfill disposal. All green waste shall be delivered to a permitted green waste recycling facility and the developer shall provide evidence to CDD that 100% of the green waste generated by the project was delivered to a permitted green waste recycling facility.

WHEREAS, on Tuesday, October 28, 2014, the County Planning Commission having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter;

NOW, THEREFORE, BE IT RESOLVED, that the County Planning Commission:

1. FINDS that on the basis of the whole record before the County (including the initial study) that there is no substantial evidence that the project will have a significant effect on the environment and that the proposed Mitigated Negative Declaration reflects the County's independent judgment and analysis and recommends that the Board adopts same;
2. FINDS that the proposed rezoning to Planned Unit Development (P-1) District and related Final Development Plan for the development of the "Westborough" 14-unit condominium development and related improvements is consistent with the proposed Multiple Family Residential Medium Density (MM) General Plan Designation and recommends that the Board adopts the same;
3. APPROVES the "Westborough" vesting tentative condominium map for 14 units; and
4. RECOMMENDS that the Board of Supervisors ADOPT an ordinance rezoning the subject 1.12-acre site from the Multiple-Family Residential District (M-12) to the Planned Unit Development District (P-1) and APPROVE the Final Development Plan for the Westborough 14 unit condominium project.

BE IT FURTHER RESOLVED that the County Planning Commission's approval of the "Westborough" tentative map and recommendation to the Board of Supervisors is based upon the following findings:

## A. Tentative Map Findings

***Required Finding:*** *The Planning Commission shall not approve a tentative map unless it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the applicable general plan required by law.*

**Project Finding:** The tentative map for the Westborough condominiums, in conjunction with the final development plan, is consistent with the applicable goals and policies as found in the County 2005-2020 General Plan. According to the Land Use Element (Chapter 3) of the General Plan, there are no specific land use policies that apply to the project based on its specific location, such as is the case for the Saranap area.

With regard to the other applicable goals and policies found in the General Plan such as those in the Growth Management Element, Transportation and Circulation Element, Public Facilities/Services Element, etc., the project has been found to be consistent those goals and policies.

In terms of conformance with the density requirement of the Multiple-Family Residential, Medium-Density (MM) General Plan designation in which the property is located, the proposed density for the Westborough development will be 15.2 units per net acre, which is within the density range of MM designation which permits a density range of 12.0 to 21.9 units per net acre.

## B. Final Development Plan Findings

***Required Finding:*** *The applicant intends to start construction within two and one-half years from the effective date of the zoning change and plan approval.*

**Project Finding:** The applicant intends to start construction shortly after approval of the tentative map, final development plan and rezoning.

***Required Finding:*** *The proposed planned unit district is consistent with the county general plan.*

**Project Finding:** The Westborough condominiums are consistent with all applicable goals and policies of the County General Plan. At 15.2 units per net acre, the project density is within range of the Multiple-Family Residential Medium-Density (MM) General Plan Designation in which it is located (see A1 above for additional General Plan analysis).

**Required Finding:** *The project will constitute a residential environment of sustained desirability and stability, and will be in harmony with the character of the surrounding neighborhood and community.*

**Project Finding:** The Westborough condominiums will be located in an area that is highly suitable for residential uses and in an area that is experiencing a high demand for residential units. The site is located near public transportation (Walnut Creek BART, County Connection), major highways (Hwy 680, 24) and shopping (Downtown Walnut Creek).

The design and layout of the Westborough condominiums is consistent with the other uses surrounding the project site. The buildings have been laid out in a manner that they will all front on the new "U" shaped private roadway instead of facing Tice Valley Boulevard, which is consistent with the character of Tice Valley Boulevard in the vicinity of the project. The building designs, including building height and massing is also consistent with the other uses in the vicinity of the project, including the single family uses to the east of the site. These design and layout considerations, in conjunction with the approved landscaping plan, will result in a project that is in harmony with the character of the surrounding neighborhood and community and a project with sustained desirability and stability.

**Required Finding:** *The development of a harmonious integrated plan justifies exceptions from the normal application of the code.*

**Project Finding:** The Westborough condominiums represent an attractive, well designed development project in a desirable area of unincorporated Walnut Creek. Under the development standards of the M-12 zoning district it would not be possible to develop the site in a manner that is as compatible or consistent with the surrounding uses. The M-12 development standards are mainly suited for development of apartment style, multi-family units, not condominiums.

### C. Variance Findings

***Required Finding:*** *That any variance authorized shall not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and the respective land use district in which the subject property is located.*

**Project Finding:** A variance to the Planned Unit District (P-1) 5-acre minimum lot size requirement for the Westborough project does not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and the respective land use district in which the subject property is located.

At the State and County level, development of in-fill properties, specifically high density residential project located near transit and population centers, is being encouraged. This is evident with the passage of Senate Bill 375 in 2008 and adoption of the 2009 Housing Element Update by the Board of Supervisors in 2009.

Senate Bill (SB) 375 passed into law in 2008. It was one of the first efforts by state government to coordinate land use and transportation planning to reduce greenhouse gas (GHG) emissions in response to implementing the provisions of the landmark California Global Warming and Solutions Act of 2006 (otherwise known as Assembly Bill 32). One of the key provisions of SB 375 was to require the planning for housing by cities and counties to be linked and consistent with land use and transportation planning for GHG emission reductions mandated under AB 32.

The County's Housing Element identifies removal of the 5-acre minimum lots size restriction for the P-1 zoning as a five-year objective of the County's Housing Plan. By removing this restriction, the P-1 zoning could be used to develop smaller in-fill properties near transit centers as required by State law and the County Housing Element. Based on its proximity to freeways, public transportation and shopping, this project is a perfect example of the use of the P-1 zoning for a small in-fill project as encouraged by the passage of SB 375 by the State and the Housing Element Update by the Board of Supervisors.



For this project, the P-1 zoning provides the flexibility to develop the property with a desirable product (for-sale units) that is in short supply and high demand in the vicinity of the site. The P-1 also provides the flexibility to design the project in a manner that is compatible and consistent with the surrounding uses.

***Required Finding:*** *That because of special circumstances applicable to the subject property because of its size, shape, topography, location or surroundings, the strict application of the respective zoning regulations is found to deprive the subject property of rights enjoyed by other properties in the vicinity and within the identical land use district.*

**Project Finding:** Due to the relatively small size of the site (1.2-acres), development of the property in a manner that would be compatible with the surrounding neighborhood, utilizing the M-12 zoning standards, would be difficult. The subject property abuts single family residential uses on two sides, so development of the site with an apartment building, utilizing the M-12 zoning standards or any other of the multiple-family zoning districts, is not consistent with the existing pattern of development. Therefore, in order to develop the site in a manner that is compatible with the neighborhood, specifically the adjacent uses, establishment of a Planned Unit District (P-1) to allow for the development of a condominium complex is necessary and appropriate, even though the P-1 zoning requires a minimum of size of 5-acres.

***Required Finding:*** *That any variance authorized shall substantially meet the intent and purpose of the respective land use district in which the subject property is located.*

**Project Finding:** The variance to the minimum lot size requirements of the Planned Unit Zoning District (P-1) will permit development of the subject property in a manner that is consistent with the intent and purpose of the P-1 zoning district and compatible with the surrounding uses.

#### **D. Growth Management Findings**

**Traffic:** The traffic generated by the 14 unit Westborough condominium project will not result in a decrease in the existing levels of service (LOS) in the vicinity of the project.

**Water:** The project site is within the service area of the East Bay Municipal Utility District (EBMUD) who has indicated that public water service is available for the project.

**Sanitary Sewer:** The project is within the service area of the Central Contra Costa Sanitary District (CCSD) who will provide waste water services for the project.

**Fire Protection:** The project is located less than 1-mile from Fire Station 3 of the Contra Costa County Fire Protection District.

**Public Protection:** The 14 unit Westborough condominiums will not increase the population by more than 1,000. Therefore, no additional Sheriff facilities will be required.

**Parks and Recreation:** The 14 unit Westborough condominiums will not increase the population by more than 1,000. Therefore, no additional park facilities are required.

**Flood Control and Drainage:** There has been no indication from the County Public Works Department or Flood Control District that the 14 unit Westborough condominium project would require improvements to existing storm drain facilities in order to accommodate peak flows generated by the project.

#### **E. Tree Permit Findings**

**Tree Permit Findings:** With regard to removal of 23 code protected trees and work within the dripline of 11 code protected trees (as shown in the tree removal plan dated May 27, 2014 and in the Tree Preservation Report dated April 1, 2014), the following factors, as provided for in Section 816-6.8010 of

the County Coed, have been identified in permitting the removal and alteration of the trees;

- Reasonable development of the property would require the alteration or removal of the tree and this development could not be reasonably accommodated on another area of the lot.
- Where the arborist or forester report has been required, the Community Development Division is satisfied that the issuance of a permit will not negatively affect the sustainability of the resource.

NOW BE IT RESOLVED that the secretary of this Commission will sign and attest the certified copy of this resolution and deliver the same to the Board of Supervisors, all in accordance with the Government Code of the State of California.

This Resolution was approved upon motion of the County Planning Commission on Tuesday, October 28, 2014 by the following vote:

AYES: Wright, Stewart, Steele, Snyder, Terrell, Clark and Swenson

NOES: None

ABSENT: None

ABSTAIN: None

DON SNYDER  
Chairman of the County Planning Commission,  
County of Contra Costa, State of California

ATTEST:

A handwritten signature in cursive script, reading "Aruna Bhat", is written over a horizontal line.

ARUNA BHAT, Secretary  
County Planning Commission,  
County of Contra Costa,  
State of California

**FINDINGS AND CONDITIONS OF APPROVAL FOR "WESTBOROUGH" CONDOMINIUMS  
AS APPROVED BY THE COUNTY PLANNING COMMISSION ON OCTOBER 28, 2014.  
MOMO DEVELOPMENT 2013, LLC. (APPLICANT) AND WILLIAM ASHURST & MARGARET  
SLUUS AND SARAH LOMBARDO (OWNERS). COUNTY FILE #SD14-9376, DP14-3018 &  
RZ14-3225**

**I. FINDINGS**

**A. Tentative Map Findings**

1. ***Required Finding:*** *The Planning Commission shall not approve a tentative map unless it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the applicable general plan required by law.*

**Project Finding:** The tentative map for the Westborough condominiums, in conjunction with the final development plan, is consistent with the applicable goals and policies as found in the County 2005-2020 General Plan. According to the Land Use Element (Chapter 3) of the General Plan, there are no specific land use policies that apply to the project based on its specific location, such as is the case for the Saranap area.

With regard to the other applicable goals and policies found in the General Plan such as those in the Growth Management Element, Transportation and Circulation Element, Public Facilities/Services Element, etc., the project has been found to be consistent those goals and policies.

In terms of conformance with the density requirement of the Multiple-Family Residential, Medium-Density (MM) General Plan designation in which the property is located, the proposed density for the Westborough development will be 15.2 units per net acre, which is within the density range of MM designation which permits a density range of 12.0 to 21.9 units per net acre.

**B. Final Development Plan Findings**

1. ***Required Finding:*** *The applicant intends to start construction within two and one-half years from the effective date of the zoning change and plan approval.*

**Project Finding:** The applicant intends to start construction shortly after approval of the tentative map, final development plan and rezoning.

2. **Required Finding:** *The proposed planned unit district is consistent with the county general plan.*

**Project Finding:** The Westborough condominiums are consistent with all applicable goals and policies of the County General Plan. At 15.2 units per net acre, the project density is within range of the Multiple-Family Residential Medium-Density (MM) General Plan Designation in which it is located (see A1 above for additional General Plan analysis).

3. **Required Finding:** *The project will constitute a residential environment of sustained desirability and stability, and will be in harmony with the character of the surrounding neighborhood and community.*

**Project Finding:** The Westborough condominiums will be located in an area that is highly suitable for residential uses and in an area that is experiencing a high demand for residential units. The site is located near public transportation (Walnut Creek BART, County Connection), major highways (Hwy 680, 24) and shopping (Downtown Walnut Creek).

The design and layout of the Westborough condominiums is consistent with the other uses surrounding the project site. The buildings have been laid out in a manner that they will all front on the new "U" shaped private roadway instead of facing Tice Valley Boulevard, which is consistent with the character of Tice Valley Boulevard in the vicinity of the project. The building designs, including building height and massing is also consistent with the other uses in the vicinity of the project, including the single family uses to the east of the site. These design and layout considerations, in conjunction with the approved landscaping plan, will result in a project that is in harmony with the character of the surrounding neighborhood and community and a project with sustained desirability and stability.

4. **Required Finding:** *The development of a harmonious integrated plan justifies exceptions from the normal application of the code.*

**Project Finding:** The Westborough condominiums represent an attractive, well designed development project in a desirable area of unincorporated Walnut Creek. Under the development standards of the M-12 zoning district it would not be possible to develop the site in a manner that is as compatible or consistent with the surrounding uses. The M-12 development standards are mainly suited for development of apartment style, multi-family units, not condominiums.

### C. Variance Findings

1. ***Required Finding:*** *That any variance authorized shall not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and the respective land use district in which the subject property is located.*

**Project Finding:** A variance to the Planned Unit District (P-1) 5-acre minimum lot size requirement for the Westborough project does not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and the respective land use district in which the subject property is located.

At the State and County level, development of in-fill properties, specifically high density residential project located near transit and population centers, is being encouraged. This is evident with the passage of Senate Bill 375 in 2008 and adoption of the 2009 Housing Element Update by the Board of Supervisors in 2009.

Senate Bill (SB) 375 passed into law in 2008. It was one of the first efforts by state government to coordinate land use and transportation planning to reduce greenhouse gas (GHG) emissions in response to implementing the provisions of the landmark California Global Warming and Solutions Act of 2006 (otherwise known as Assembly Bill 32). One of the key provisions of SB 375 was to require the planning for housing by cities and counties to be linked and consistent with land use and transportation planning for GHG emission reductions mandated under AB 32.

The County's Housing Element identifies removal of the 5-acre minimum lots size restriction for the P-1 zoning as a five-year objective of the County's Housing Plan. By removing this restriction, the P-1 zoning could be used to develop smaller in-fill properties near transit centers as required by State law and the County Housing Element. Based on its proximity to freeways, public transportation and shopping, this project is a perfect example of the use of the P-1 zoning for a small in-fill project as encouraged by the passage of SB 375 by the State and the Housing Element Update by the Board of Supervisors.

For this project, the P-1 zoning provides the flexibility to develop the property with a desirable product (for-sale units) that is in short supply and high demand in the vicinity of the site. The P-1 also provides the flexibility to design the project in a manner that is compatible and consistent with the surrounding uses.

2. ***Required Finding:*** *That because of special circumstances applicable to the subject property because of its size, shape, topography, location or surroundings, the strict*

*application of the respective zoning regulations is found to deprive the subject property of rights enjoyed by other properties in the vicinity and within the identical land use district.*

**Project Finding:** Due to the relatively small size of the site (1.2-acres), development of the property in a manner that would be compatible with the surrounding neighborhood, utilizing the M-12 zoning standards, would be difficult. The subject property abuts single family residential uses on two sides, so development of the site with an apartment building, utilizing the M-12 zoning standards or any other of the multiple-family zoning districts, is not consistent with the existing pattern of development. Therefore, in order to develop the site in a manner that is compatible with the neighborhood, specifically the adjacent uses, establishment of a Planned Unit District (P-1) to allow for the development of a condominium complex is necessary and appropriate, even though the P-1 zoning requires a minimum of size of 5-acres.

3. ***Required Finding:*** *That any variance authorized shall substantially meet the intent and purpose of the respective land use district in which the subject property is located.*

**Project Finding:** The variance to the minimum lot size requirements of the Planned Unit Zoning District (P-1) will permit development of the subject property in a manner that is consistent with the intent and purpose of the P-1 zoning district and compatible with the surrounding uses.

#### **D. Growth Management Findings**

1. **Traffic:** The traffic generated by the 14 unit Westborough condominium project will not result in a decrease in the existing levels of service (LOS) in the vicinity of the project.
2. **Water:** The project site is within the service area of the East Bay Municipal Utility District (EBMUD) who has indicated that public water service is available for the project.
3. **Sanitary Sewer:** The project is within the service area of the Central Contra Costa Sanitary District (CCSD) who will provide waste water services for the project.
4. **Fire Protection:** The project is located less than 1-mile from Fire Station 3 of the Contra Costa County Fire Protection District.

5. **Public Protection:** The 14 unit Westborough condominiums **will** not increase the population by more than 1,000. Therefore, no additional Sheriff facilities will be required.
6. **Parks and Recreation:** The 14 unit Westborough condominiums **will** not increase the population by more than 1,000. Therefore, no additional park facilities are required.
7. **Flood Control and Drainage:** There has been no indication from the County Public Works Department or Flood Control District that the 14 unit Westborough condominium project would require improvements to existing storm drain facilities in order to accommodate peak flows generated by the project.

#### **E. Tree Permit Findings**

1. **Tree Permit Findings:** With regard to removal of 23 code protected trees and work within the dripline of 11 code protected trees (as shown in the tree removal plan dated May 27, 2014 and in the Tree Preservation Report dated April 1, 2014), the following factors, as provided for in Section 816-6.8010 of the County Coed, have been identified in permitting the removal and alteration of the trees;
  - Reasonable development of the property would require the alteration or removal of the tree and this development could not be reasonably accommodated on another area of the lot.
  - Where the arborist or forester report has been required, the Community Development Division is satisfied that the issuance of a permit will not negatively affect the sustainability of the resource.



## **II. CONDITIONS OF APPROVAL**

1. Approval of the vesting tentative map and the preliminary/final development plan for the Westborough 14 unit condominium development is based on the following documents:
  - Westborough Preliminary Development Plan/Final Development Plan Submittal (6 pages), dated May 27, 2014 (stamped received June 11, 2014) which includes the following:
    - Vesting Tentative Map (Sheet 2 of 6)
    - Preliminary and Final Development Plan (Sheet 3 of 6)
    - Preliminary Grading and Utility Plan (Sheet 4 of 6)
    - Tree Removal Plan (Sheet 5 of 6)
    - Boundary and Topographic Survey (Sheet 6 of 6)
  - Tice Valley Subdivisions 9177 Amenities Plan and Planting Plan, dated April 1, 2014 (received April 3, 2014), Sheets L-1 thru L-2, prepared by Thomas Baak & Associates, LLP.
  - Architectural drawings for Westborough, prepared by William Hezmalhalch Architects, Inc., received on April 3, 2014;
  - Westborough artist's rendering by [stevehubbardstudios.com](http://stevehubbardstudios.com), dated received on June 11, 2014;
  - Tree Preservation Report, Tice Valley Blvd., prepared by Traverso Tree Service, received on April 3, 2014;
  - Geotechnical Investigation, Proposed Residential Development 1640, 1660 Tice Valley Boulevard, Contra Costa County, California; prepared by Friar Associates, Inc., dated received on June 11, 2014;
  - Preliminary Stormwater Control Plan for Westborough, Walnut Creek, California; prepared by DK Consulting, received on April 3, 2014;
2. Approval of the Westborough tentative map is contingent upon approval of the Final Development Plan (County File #DP14-3018) and Rezoning (County File #RZ14-3225) by the Board of Supervisors.

3. This permit authorizes the development of fourteen (14) condominium units on the subject property as identified in the Westborough Preliminary Development Plan/Final Development Plan documents referenced above.
4. The Westborough condominiums shall be constructed as shown in the architectural drawings dated received April 3, 2014. Prior to the issuance of a building permit, elevations and architectural design of the building and building colors and roofing material shall be submitted for final review and approval by the Community Development Division (CDD).

### **Tree Permit**

5. This approval authorizes the removal 23 code protected trees and work within the dripline of 11 code protected trees. The trees authorized for removal and alteration are as shown in the *Tree Preservation Report* prepared by Traverso Tree Service, received on April 3, 2014 and the *Tree Removal Plan* (Sheet 5 of 6) dated May 27, 2014, found in the Preliminary Development Plan/Final Development Plan submittal.

### **Indemnification**

6. At least 30 days prior filing the Final Map, the applicant shall submit a letter stating the following: "Pursuant to Government Code Section 66474.9, the applicant (including the sub-divider or any agent thereof) shall defend, indemnify, and hold harmless the County and its agents, officers, and employees from any claim, action, or proceeding against the Agency (the County) or its agents, officers, or employees to attack, set aside, void, or annul, the Agency's approval concerning this subdivision map application, which action is brought within the time period provided for in Section 66499.37. The County will promptly notify the sub-divider of any such claim, action, or proceeding and cooperate fully in the defense."

### **Application Fees**

7. This application is subject to an initial application deposit of \$12,327, which was paid with the application submittal, plus time and materials costs if the application review expenses exceed 100% of the initial deposit. Any additional costs due must be paid within 60 days of the permit effective date or prior to use of the permit, whichever occurs first. The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance.

**Inclusionary Housing In-Lieu Fee**

8. Prior to the issuance of the first building permit for any of the condominium buildings within the development, the project Inclusionary Housing Ordinance In-Lieu fee of \$54,248 (\$3,874.89 per unit) shall be paid in full to the Department of Conservation and Development.

**Park Dedication Fees**

9. Prior to the issuance of the building permit for each unit, the applicant shall pay the appropriate Park Dedication Fee for each unit as required per Chapter 920-6 of the County Code.

**Child Care**

10. The applicant shall pay a fee of \$400.00 per unit toward child care facility needs in the area as established by the Board of Supervisors.

**Police Services District**

11. **Election for Establishment of a Police Services District to Augment Police Services:** Prior to the recording of the parcel map, the owner of the property shall participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be per parcel annual amount (with appropriate future CPI adjustment) then established at the time of voting by the Board of Supervisors. The election to provide for the tax shall be completed prior to filing the Parcel Map. The property owner shall be responsible for paying the cost of holding the election, payable at the time the election is requested by the owner. Allow a minimum of three to four months for processing.

**Compliance Report**

12. At least 45 days prior to filing of the Parcel Map or issuance of a grading or building permit, whichever occurs first, the applicant shall provide a permit compliance report to the Department of Conservation and Development, Community Development Division (CDD) for review and approval. The report shall identify all conditions of approval that are administered by the CDD. The report shall document the measures taken by the applicant to satisfy all relevant conditions. Copies of the permit conditions may be obtained from the CDD. Unless otherwise indicated, the applicant

will be required to demonstrate compliance with the conditions of this report prior to filing the Parcel Map.

The permit compliance review is subject to staff time and materials charges, with an initial deposit of \$1,000 which shall be paid at the time of submittal of the compliance report.

### **CC&R's**

13. Covenants, Conditions and Restrictions shall be submitted for review with the final map, and shall be subject to review and approval by the CDD. This document shall provide for establishment, ownership and maintenance of the common open space and parking, fire protection, fencing, private streets and drainage maintenance, keeping of pets, and establishment of signs.

### **Landscaping**

14. Comply with the following landscape/irrigation improvement and initial protection requirements subject to the review and approval of the CDD:
  - A. Final Landscape Plan: At least 60 days prior to the issuance of a grading permit or acceptance of a final map (whichever comes first), a final landscape/irrigation, amenities and fencing plan, prepared by a licensed landscape architect, shall be submitted to the CDD, providing for landscape and amenities improvements of common areas and areas. The final plan shall be designed in general accord with the *Amenities Plan (Sheet L-1)* and *Planting Plan (Sheet L-3)* exhibits prepared by Thomas Baak & Associates, LLP., dated received April 3, 2014 by the Department of Conservation and Development.
  1. Minimum Size Plants: All proposed trees shall be a minimum of 15-gallon size; all shrubs shall be a minimum 5-gallon size.
  2. Maintenance Cost: Landscaping shall generally be designed to minimize landscape maintenance cost.
  3. Compliance with Water Conservation and Sight Obstruction Ordinance Requirements: The landscape plan shall contain sufficient information to demonstrate compliance with the reporting requirements and standards of the Water Conservation Landscaping in New Developments ordinance (Chapter 82-26) or better, and the Sight Obstruction at Intersections

ordinance (Chapter 82-18). The latter ordinance applies to intersections with public roads. The landscape architect shall certify that the plan complies with the ordinance improvement standards and reporting requirements.

- B. Security to Assure Correct Installation of Landscape/Fencing Improvements and Replacement of Failed Improvements Following Initial Installation: The landscape and fencing plan shall be accompanied by an itemized estimate from the landscape architect or landscape contractor of the cost of materials and labor for the proposed improvements.

Prior to issuance of a building/grading permit or acceptance of a final map, whichever comes first, the applicant shall (1) enter into a landscape agreement and (2) post a cash performance bond or security for the approved landscape and fencing plan. The above agreement shall assure (1) the correct installation of the approved landscape and fencing improvements, and (2) the replacement or repair of the improvements for a **minimum 24-month period** following the date of the acceptance of the improvements by the Community Development Division in the event of plant failure or other or damaged or deficient improvement.

Prior to filing a landscape agreement proposal, the applicant shall contact the project planner to obtain the appropriate forms and filing fees. Acceptance of the security instruments in excess of a certain amount requires acceptance from the Board of Supervisors.

- C. Landscape Architect Report on Survival of Plants-One Year After Planting: At least 12 months following the date of CDD acceptance of the completion of the landscape improvements and no later than 18-months after said date, the Landscape Architect shall make an on-site inspection of the improvements for any failed or failing plants shown on the approved landscape plans. Substitution of non-performing plants will require approval of the CDD.

Before the CDD will consider the release or partial release of the landscape bond the inspection findings of the landscape architect and any corrective action initiated by the applicant shall be submitted in a written report to the CDD. A copy of the report shall be forwarded to the HOA.

### **Water Efficient Landscape Ordinance**

15. The applicant shall comply with California Model Water Efficient Landscape Ordinance (Division 2, Title 23, California Code of Regulations, Chapter 2.7, Sections 490 through 495) or the County's Water Efficient Landscape Ordinance, if the County ordinance is adopted. Project sponsors should be aware that Section 31 of the East Bay Municipal Utility District's (EBMUD) Water Service Regulations requires that water service shall not be furnished for new or expanded service unless all the applicable water-efficiency measures described in the regulation are installed at the project sponsor's expense. Any questions regarding these requirements can be directed to EBMUD Water Service Planning at (510) 287-1365.

### **Biological Conditions**

16. **Bats:** In order to avoid impacts to roosting special-status bats, a biologist shall survey trees and buildings 15 days prior to commencing with any removal or demolition. All bat surveys shall be conducted by a biologist with known experience surveying for bats. The applicant shall provide the biologist conducting the surveys access to the boarded-up structure. If no special-status bats are found during the surveys, then there would be no further regard for these bat species.

If special-status bat species are found on the project site, then there shall be a determination if young bats present (i.e., the biologist shall determine if there are maternal roosts). If young are found roosting in any tree or building, then impacts to the tree or building shall be avoided until the young are flying free and are feeding on their own. A non-disturbance buffer fenced with orange construction fencing shall also be established around the maternity site. The size of the buffer zone shall be determined by a qualified bat biologist at the time of the surveys. If adults are found roosting in a tree or building on the project site but no maternal sites are found, then the adult bats can be flushed or a one-way eviction door can be placed over the tree cavity (or building access opening) for a 48 hour period prior to the time the tree or building in question would be removed or disturbed. No other mitigation compensation would be required.

17. **Nesting Passerine Birds:** A nesting bird survey shall be conducted on the project site and within a zone of influence around the project site if the project would commence between March 1 and September 1st. This is the formally recognized bird nesting season enforced by the California Department of Fish and Wildlife. The zone of influence includes those areas off the project site where birds could be disturbed by earth-moving vibrations or noise associated with construction. Accordingly, the

nesting survey(s) must cover the project site and an area around the project site boundary. If project site disturbance associated with the project would commence between March 1 and September 1st, the nesting surveys should be completed 15 days prior to commencing with any activities that would disturb the current site conditions. If common (that is, not special-status) birds, for example, California towhee, western scrub jay, or acorn woodpeckers are identified nesting on or adjacent to the project site, a non-disturbance buffer of 75 feet should be established around the nest or as otherwise prescribed by a qualified ornithologist. The buffer should be demarcated via the installation of orange construction fencing. Disturbance within the buffer should be postponed until it is determined by a qualified ornithologist that the young have fledged and have attained sufficient flight skills to leave the area or that the nesting cycle has otherwise completed.

Typically, most nesting birds in the region of the project site are expected to complete nesting by August 1st. However, many species can complete nesting by early to mid-July. Regardless, nesting buffers should be maintained until August 1st unless a qualified ornithologist determines that young have fledged and are independent of their nests at an earlier date. If buffers are removed prior to August 1st, the qualified biologist conducting the nesting surveys should prepare a report that provides details about the nesting outcome and the removal of buffers. This report should be submitted to the Contra Costa County Department of Conservation and Development prior to the time that nest protection buffers are removed if the date is before August 1st.

### **Exterior Lighting**

18. At least 45 days prior to submittal of building permits, an exterior lighting plan shall be submitted for the review and approval by CDD. The plan shall include details of location and design of outside lighting fixtures, proposed screening, and hours of operation of exterior lights.

Exterior lights shall be deflected so that the lights shine onto subject property and not toward adjacent properties.

### **60 dBA Noise Impacts**

19. At least 30-days prior to issuance of the building permit for the first units, a noise study shall be prepared by a licensed acoustical engineer to determine the 24-hour noise level at the site. If the noise level is shown to exceed the 60 DNL the applicant

shall identify and incorporate specific construction techniques to reduce the interior noise levels to less than 45 DNL. (Noise MM 12a)

**Construction Conditions of Approval**

20. Contractor and/or developer shall comply with the following:

- A. All construction activities shall be limited to the hours of 8:00 A.M. to 5:30 P.M., Monday through Friday, and shall be prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:

New Year's Day (State and Federal)  
Birthday of Martin Luther King, Jr.(State and Federal)  
Washington's Birthday/Presidents' Day (State and Federal)  
Lincoln's Birthday (State)  
Cesar Chavez Day (State)  
Memorial Day (State and Federal)  
Independence Day (State and Federal)  
Labor Day (State and Federal)  
Columbus Day (State and Federal)  
Veterans Day (State and Federal)  
Thanksgiving Day (State and Federal)  
Day after Thanksgiving (State)  
Christmas Day (State and Federal)

For details on the actual days that the state and federal holidays occur, please visit the following websites:

Federal: [http://www.opm.gov/Operating\\_Status\\_Schedules/fedhol/2014.asp](http://www.opm.gov/Operating_Status_Schedules/fedhol/2014.asp)

State: <http://www.sos.ca.gov/holidays.htm>

- B. The Project sponsor shall require their contractors and subcontractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors and concrete pumpers as far away from existing residences as possible.
- C. The applicant shall make a good-faith effort to avoid interference with existing neighborhood traffic flows.



- D. Construction equipment shall be parked onsite to the maximum extent practicable.
  - E. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles.
21. The construction control measures listed below shall be implemented during project construction and shall be included on all construction plans:
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to three minutes.
  - Clear signage shall be provided for construction workers at all access points.
  - All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
  - All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
  - All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
  - All vehicle speeds on unpaved roads shall be limited to 15 mph.
  - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
  - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
- Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
- Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
- Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).
- Limit traffic speeds on unpaved roads to 15 mph.
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
- Replant vegetation in disturbed areas as quickly as possible.
- Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site.
- Install wind breaks, or plant trees/vegetative wind breaks at windward side(s) of construction areas.
- Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 mph.
- Limit the area subject to excavation, grading and other construction activity at any one time. (MM 3d & 3e)

### **Debris Recovery**

22. At least 15 days prior to the issuance of a grading permit or building permit the developer shall demonstrate compliance with the debris recovery program, which

requires at least 50 percent of the jobsite debris generated by construction projects of 5,000 square feet or greater to be recycled, or otherwise diverted from landfill disposal. All green waste shall be delivered to a permitted green waste recycling facility and the developer shall provide evidence to CDD that 100% of the green waste generated by the project was delivered to a permitted green waste recycling facility.

**Required Restitution for Approved Tree Removal**

23. The following measures are intended to provide restitution for the removal of 23 code-protected trees:
- a. **Planting and Irrigation Plan:** Prior to issuance of a grading or building permit, whichever occurs first, the applicant shall submit a tree planting and irrigation plan prepared by a licensed arborist or landscape architect for the review and approval of the Department of Conservation and Development, Community Development Division (CDD). The plan shall provide for the planting of 32 trees, minimum 15 gallons in size. The plan shall comply with the State's Model Water Efficient Landscape Ordinance or the County's Water Efficient Landscape Ordinance, if the County's ordinance has been adopted, and verification of such shall accompany the plan. The plan shall also include an estimate prepared by a licensed landscape architect, arborist, or landscape contractor for the materials and labor costs to complete the improvements (accounting for supply, delivery, and installation of trees and irrigation).
  - b. **Required Security to Assure Completion of Plan Improvements:** A security shall be provided to ensure that the approved planting and irrigation plan is implemented. Prior to issuance of a grading or building permit, whichever occurs first, the applicant shall submit a security that is acceptable to the CDD. The security shall be the amount of the approved cost estimate described in Section 21.a above, plus a 20% inflation surcharge.
  - c. **Initial Deposit for Processing of Security:** The County ordinance requires that the applicant pay fees to cover all staff time and material costs for processing the required security. At the time of submittal of the security, the applicant shall pay an initial deposit of \$100.00.
  - d. **Duration of Security:** When the replacement trees and irrigation have been installed, the applicant shall submit a letter to CDD, composed by a licensed landscape architect, landscape contractor, or arborist, verifying that the installation has been done in accordance with the approved planting and

irrigation plan. The CDD will retain the security for a minimum of 12 months up to 24 months beyond the date of receipt of this letter. As a prerequisite of releasing the bond between 12 and 24 months, following completion of the installation, the applicant shall arrange for the consulting arborist to inspect the replacement trees and to prepare a report on the trees' health. The report shall be submitted for the review of the CDD and shall include any additional measures necessary for preserving the health of the trees. These measures shall be implemented by the applicant.

24. Any replacement tree that dies within the first year of being planted shall be replaced by another tree of the same species and size. If the CDD determines that the applicant has not been diligent in ensuring the replacement trees' health, then all or part of the security may be used by the County to ensure that the approved restitution plan is successfully implemented.
25. Security for Possible Damage to Trees Intended for Preservation: Pursuant to the requirements of Section 816-6.1204 of the Tree Protection and Preservation Ordinance, to address the possibility that construction activity damages trees that are to be preserved, the applicant shall provide the County with a security to allow for replacement of trees that are significantly damaged or destroyed by construction activity. Prior to issuance of grading permits or building permits, whichever occurs first, the applicant shall provide a security that is acceptable to the Department of Conservation and Development, Community Development Division (CDD).
  - a. Amount of Security: The security shall be an amount sufficient to cover:
    - i. Preparation of a tree planting and irrigation plan by a licensed landscape architect, arborist, or landscape contractor. The plan shall provide for the planting and irrigation of 15 trees, minimum 15 gallons in size, or an equivalent planting contribution as determined appropriate by the CDD. The plan shall comply with the State's Model Water Efficient Landscape Ordinance or the County's Water Efficient Landscape Ordinance, if the County's ordinance has been adopted, and verification of such shall accompany the plan. If deemed necessary by the CDD, the plan shall be implemented prior to final building inspection.
    - ii. The estimated materials and labor costs to complete the improvements shown on the approved planting and irrigation plan (accounting for supply, delivery, and installation of trees and irrigation).

- iii. An additional 20% above the costs described in Sections 8.a.i and 8.a.ii above to account for inflation potential.
  - b. Initial Deposit for Processing of Security: The County ordinance requires that the applicant pay fees to cover all staff time and material costs for processing the required security. At the time of submittal of the security, the applicant shall pay an initial deposit of \$100.
  - c. Duration of Security: After the final building inspection for the last unit has been completed, the applicant shall submit a letter to the CDD, composed by a consulting arborist, describing any construction impacts to trees intended for preservation. The security shall be retained by the County for a minimum of 12 months up to 24 months beyond the date of receipt of this letter. As a prerequisite of releasing the bond between 12 and 24 months, the applicant shall arrange for the consulting arborist to inspect the trees and to prepare a report on the trees' health. The report shall be submitted to the CDD for review, and it shall include any additional measures necessary for preserving the health of the trees. These measures shall be implemented by the applicant. In the event that the CDD determines that trees intended for preservation have been damaged by development activity, and that the applicant has not been diligent in providing reasonable restitution of the damaged trees, then the CDD may require that all or part of the security be used to provide for mitigation of the trees damaged, including replacement of any trees that have died.
26. Compliance with Arborist Recommendations: The applicant shall implement all measures recommended by the consulting arborist that are intended to mitigate the impacts of construction activities.
27. Arborist Expenses: The applicant shall be responsible for all arborist expenses related to the work authorized by this permit.

### **Geology**

28. Prior to issuance of a grading or building permit on the subject property, the applicant shall provide a report prepared by a licensed geotechnical or soils engineer indicating how the recommendations in the *May 2014 Geotechnical Investigation prepared by Friar Associates, Inc.* are being followed and incorporated into the project. The report is subject to peer review by the County Peer Review Geologist.

### **Archaeology**

29. Should archaeological materials be uncovered during grading, trenching or other on-site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.
30. If human remains are encountered, work within 50 feet of the discovery should be redirected and the County Coroner notified immediately. At the same time, an archaeologist should be contacted to assess the situation. If the human remains are of a Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

Upon completion of the assessment, the archaeologist should prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report should be submitted to the Northwest Information Center and appropriate Contra Costa agencies.

### **Transportation Demand Management**

31. At least 30 days prior to recording the Final Map, the applicant shall submit a Transportation Demand Management (TDM) information program in accord with the requirements of Chapter 82-32 of the County Zoning Code for review and approval of the CDD. Applicant shall also comply with the County Growth Management Program and Bay Area Air Quality Management District regulations regarding transportation.

## **PUBLIC WORKS RECOMMENDED**

### **CONDITIONS OF APPROVAL FOR SUBDIVISION SD14-9376/PERMIT DP14-3018**

Applicant shall comply with the requirements of Title 8, Title 9 and Title 10 of the Ordinance Code. Any exception(s) must be stipulated in these Conditions of Approval.

Conditions of Approval are based on the site plan/(vesting) tentative map submitted to the Department of Conservation and Development, Community Development Division, on June 11, 2014.

Unless otherwise specified, comply with the following conditions of approval prior to filing of the final map or issuance of building permits, whichever occurs first.

**General Requirements**

32. In accordance with Section 92-2.006 of the Ordinance Code, this subdivision shall conform to all applicable provisions of the Subdivision Ordinance (Title 9). Any exceptions therefrom must be specifically listed in this conditional approval statement. The drainage, road and utility improvements outlined below shall require the review and approval of the Public Works Department and are based on the Vesting Tentative Map received by the Department of Conservation and Development, Community Development Division, on June 11, 2014.
33. Improvement plans prepared by a registered civil engineer shall be submitted, if necessary, to the Public Works Department, Engineering Services Division, along with review and inspection fees, and security for all improvements required by the Ordinance Code for the conditions of approval of this subdivision. Any necessary traffic signing and striping shall be included in the improvement plans for review by the Transportation Engineering Division of the Public Works Department.

**Roadway Improvements (Frontage)**

34. Applicant shall construct a 6.5-foot-wide PCC sidewalk (width measured from curb face), longitudinal and transverse drainage (as necessary), street lighting, pavement markings and traffic signage along the frontage of Tice Valley Boulevard. Alignment of improvements shall conform to existing curb lines and grades.
35. Any cracked and displaced curb and gutter, shall be removed and replaced along the project frontage of Tice Valley Boulevard. Concrete shall be saw cut prior to removal. Existing lines and grade shall be maintained. New curb and gutter shall be doveled into existing improvements.
36. Applicant shall construct a street-type connection with 20-foot radii curb returns in-lieu of standard driveway depressions at both project driveways. The northern driveway shall be configured and signed to restrict it to right-turn ingress/egress only subject to review and approval of the Public Works Department. This may include a

restrictive center island, median modifications or other improvements to be determined.

#### **Proof of Access**

37. Applicant shall furnish proof to the Public Works Department of the acquisition of all necessary rights-of-way, rights-of-entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.

#### **Encroachment Permit**

38. Applicant shall obtain an encroachment permit from the Application and Permit Center, if necessary, for construction of driveways or other improvements within the right-of-way of Tice Valley Boulevard.

#### **Abutter's Rights**

39. Applicant shall relinquish abutter's rights of access along Tice Valley Boulevard with the exception of the proposed private road/driveway intersections.

#### **Sight Distance**

40. Applicant shall provide sight distance at the on-site driveways and Tice Valley Boulevard for a design speed of 45 miles per hour. The applicant shall trim vegetation, as necessary, to provide sight distance at these driveways. Any new landscaping, signs, fencing, retaining walls, or other obstructions proposed at the driveways shall be setback to ensure that the sight lines are clear.

#### **Private Roads**

41. Applicant shall construct the on-site roadways and the internal road network to current County private road standards, subject to the review of the Fire District. Although the proposed on-site roadways are shown as private, the pavement structural section shall conform to County public road standards.

#### **Pedestrian Facilities/Pedestrian Access**

42. Curb ramps and driveways shall be designed and constructed in accordance with current County standards. A detectable warning surface (e.g. truncated domes) shall



be installed on all curb ramps. Adequate right-of-way shall be dedicated at the curb returns to accommodate the returns and curb ramps; accommodate a minimum 4-foot landing on top of any curb ramp proposed.

Applicant shall design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act. This shall include all sidewalks, paths, driveway depressions, and curb ramps.

### **Transit/Bus Stops**

43. The existing bus stop/shelter near the north end of the project frontage shall be reconstructed in cooperation with the Central Contra Costa Transit Authority. Additional sidewalk width may be necessary to meet the shelter and ADA requirements.

### **Parking**

44. "No Parking" signs shall be installed along Tice Valley Boulevard subject to the review of the Public Works Department and the review and approval of the Board of Supervisors.

Parking shall be prohibited on one side of on-site roadways where the curb-to-curb width is less than 36 feet and on both sides of on-site roadways where the curb-to-curb width is less than 28 feet. "No Parking" signs shall be installed along these portions of the roads subject to the review and approval of the Public Works Department.

### **Utilities/Undergrounding**

45. Applicant shall underground all new and existing utility distribution facilities, including those along the frontage of Tice Valley Boulevard. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

### **Maintenance of Facilities**

46. The maintenance obligation of all common and open space areas, private roadways, any private street lights, public and private landscaped areas, perimeter walls/fences, and on-site drainage facilities shall be included in the covenants, conditions, and restrictions (CC&Rs). The language shall be submitted for the review and approval of the Zoning Administrator and the Public Works Department at least 60 days prior to filing of the Final Map for the first phase.

**Drainage Improvements/Collect and Convey**

47. The applicant shall collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwaters to an adequate natural watercourse, in accordance with Division 914 of the Ordinance Code.

**Miscellaneous Drainage Requirements**

48. The applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.

Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

**National Pollutant Discharge Elimination System (NPDES)**

49. The applicant shall be required to comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards (San Francisco Bay - Region II).

Compliance shall include developing long-term Best Management Practices (BMPs) for the reduction or elimination of stormwater pollutants. The project design shall incorporate wherever feasible, the following long-term BMPs in accordance with the Contra Costa Clean Water Program for the site's stormwater drainage:

- Minimize the amount of directly-connected impervious surface area.
- Place advisory warnings on all catch basins and storm drains using current storm drain markers.

- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Other alternatives comparable to the above as approved by the Public Works Department.
- Shallow roadside and on-site swales.
- Distribute public information items regarding the Clean Water Program and lot specific IMPs to buyers.
- Filtering inlets.
- The applicant shall sweep the paved portion of the site at least once a year between September 1st and October 15th utilizing a vacuum type sweeper. Verification (invoices, etc.) of the sweeping shall be provided to the County Clean Water Program Administrative Assistant at 255 Glacier Drive, Martinez CA 94553 (925) 313-2238).
- Trash bins shall be sealed to prevent leakage, OR, shall be located within a covered enclosure.

#### **Stormwater Management and Discharge Control Ordinance**

50. The applicant shall submit a FINAL Storm Water Control Plan (SWCP) and a Stormwater Control Operation and Maintenance Plan (O+M Plan) to the Public Works Department, which shall be reviewed for compliance with the County's National Pollutant Discharge Elimination System (NPDES) Permit and shall be deemed consistent with the County's Stormwater Management and Discharge Control Ordinance (§1014). To the extent required by the NPDES Permit, the Final Stormwater Control Plan and the O+M Plan will be required to comply with NPDES Permit requirements that have recently become effective that may not be reflected in the preliminary SWCP and O+M Plan. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.

Improvement Plans shall be reviewed to verify consistency with the final SWCP and compliance with Provision C.3 of the County's NPDES Permit and the County's Stormwater Management and Discharge Control Ordinance (§1014).

Stormwater management facilities shall be subject to inspection by Public Works Department staff; all time and materials costs for inspection of stormwater management facilities shall be borne by the applicant.

The property owner(s) shall enter into a standard Stormwater Management Facility Operation and Maintenance Agreement with Contra Costa County, in which the

property owner(s) shall accept responsibility for, and related to, operation and maintenance of the stormwater facilities, and grant access to relevant public agencies for inspection of stormwater management facilities.

The property owner(s) shall annex the subject property into Community Facilities District (CFD) No. 2007-1 (Stormwater Management Facilities), which funds responsibilities of Contra Costa County under its NPDES Permit to oversee the ongoing operation and maintenance of stormwater facilities by property owners.

Any proposed water quality features that are designed to retain water for longer than 72 hours shall be subject to the review of the Contra Costa Mosquito & Vector Control District.

### **ADVISORY NOTES**

- The applicant will be required to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the South Walnut Creek Area of Benefit as adopted by the Board of Supervisors.
- The applicant will be required to comply with the drainage fee requirements for Drainage Area 15A as adopted by the Board of Supervisors.
- This project may be subject to the requirements of the Department of Fish and Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Wildlife Code.
- This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers at 1455 Market St #16, San Francisco, CA 94103 to determine if a permit is required, and if it can be obtained.
- Although the Stormwater Control Plan has been determined to be preliminarily complete, it remains subject to future revision, as necessary, during preparation of improvement plans in order to bring it into full compliance with C.3 stormwater requirements. Failure to update the SWCP to match any revisions made in the improvement plans may result in a substantial change to the County approval, and the

project may be subject to additional public hearings. Revisions to California Environmental Quality Act (CEQA) documents may also be required. This may significantly increase the time and applicant's costs associated with approval of the application.

- The applicant shall comply with the requirements of the following agencies:
  - Department of Conservation and Development, Building Inspection Division
  - Contra Costa County Fire Protection District
  - Contra Costa Central Sanitary District
  - East Bay Municipal Utility District



## Department of Conservation and Development

### County Planning Commission

**Tuesday, October 28, 2014 – 7:00 .P.M.**

#### **STAFF REPORT**

**Agenda Item # \_\_\_\_\_**

---

<b>Project Title:</b>	Westborough 14 Unit Condominium Project, Tice Valley Boulevard, Walnut Creek
<b>County File Number:</b>	#SD14-9376; #DP14-3018; and #RZ14-3225
<b>Applicant/Owner:</b>	Momo Development 2013, LLC (Applicant)/ William Ashurst & Margaret Sluus and Sarah Lombardo (Owners)
<b>General Plan/Zoning:</b>	Multiple-Family, Medium Density (MM)/Multiple-Family Residential (M-12)
<b>Project Location:</b>	The 1.12-acre property is located at 1640 and 1660 Tice Valley Boulevard in the unincorporated area of Walnut Creek (APN: 184-311-004 and 184-311-024)
<b>California Environmental Quality Act (CEQA) Status:</b>	A Mitigated Negative Declaration (MND) indicating no significant environmental impacts has been prepared for the project.
<b>Project Planner:</b>	Ruben Hernandez, Senior Planner (925) 674-7785
<b>Staff Recommendation:</b>	Based on the Project's Conformance with the County General Plan, Staff is Recommending Approval of the Project. (See Section II for Complete Recommendation)

---

#### **I. PROJECT SUMMARY**

The applicant is requesting approval of a tentative map, final development plan and rezoning in order to develop a 1.2-acre site with fourteen, two-story, condominium units. The project site is located at 1640-1660 Tice Valley Boulevard, just south of Olympic Boulevard in the unincorporated area of Walnut Creek.

The condominiums will be constructed in clusters of 2, 3 and 4 units per building.

The units will be two-story, town home style units, with single car garages. The units will be accessed via a new "U" shaped private roadway accessed from Tice Valley Boulevard. The project will include the installation of complete site improvements including, landscaping improvements, clean water facilities, roadway improvements and storm drain improvements. The project will also entail the removal of 23 code protected trees and work within the dripline of 11 code protected trees. A variance to the 5-acre minimum lot size requirement of the Planned Unit (P-1) Zoning District is also being requested.

## **II. RECOMMENDATION**

Staff recommends that the County Planning Commission:

- A. FIND that on the basis of the whole record before the County (Department of Conservation and Development, 30 Muir Road, Martinez, CA, 94553) that there is no substantial evidence the project will have a significant effect on the environment and that the September 4, 2014 Mitigated Negative Declaration prepared for the project reflects the County's independent judgment and analysis;
- B. ADOPT the September 4, 2014 Mitigated Negative Declaration and Mitigation Monitoring Program prepared for the project;
- D. APPROVE the Westborough Tentative Map dated received June 11, 2014 by the Department of Conservation and Development;
- E. ADOPT a motion recommending that the Board of Supervisors:
  - 1. FIND that on the basis of the whole record before the County that there is no substantial evidence the project will have a significant effect on the environment and that the September 4, 2014 Mitigated Negative Declaration prepared for the project reflects the County's independent judgment and analysis;
  - 2. ADOPT the September 4, 2014 Mitigated Negative Declaration and Mitigation Monitoring Program prepared for the project;
  - 3. APPROVE a variance to the Planned Unit (P-1) Zoning District 5-acre minimum lot size requirement;

4. APPROVE the rezoning of the 1.2-acre parcel to Planned Unit Development (P-1) from Multiple-Family Residential (M-12); and
5. APPROVE the Westborough Final Development Plan as shown in the plans received by the Department of Conservation and Development on June 11, 2014;

### **III. GENERAL INFORMATION**

- A. General Plan: The site has a General Plan designation of Multiple-Family Residential Medium-Density (MM). The MM designation has a density range of 12.0 to 21.9 units per net acre. The density for the Westborough development is 15.2 units per net acre.
- B. Zoning: The site is zoned Multiple-Family Residential (M-12).
- C. CEQA Status: On September 4, 2014 an Initial Study was prepared for the project and posted and circulated for public review. Upon completion of the initial study, it was found that the project would not result in any significant environmental impacts. No comments were received on the adequacy of the initial study. A Mitigated Negative Declaration has been prepared for adoption by the County Planning Commission.
- D. Previous Applications:
  - County File #SD07-9177, DP07-3013 and RZ07-3191: On February 22, 2007, an application for a subdivision, final development plan and rezoning to establish 17 townhomes on the subject property was submitted to the Department of Conservation and Development. The application was met with concerns from the City of Walnut Creek and some of the neighboring property owners, and prior to completion of the CEQA analysis for the project, the application was withdrawn by the applicant on April 21, 2008.

### **IV. SITE/AREA DESCRIPTION**

The subject property is a 1.2-acre property located on the east side of Tice Valley Boulevard, just south of the Olympic Boulevard intersection, in the unincorporated area of Walnut Creek. The site address is 1640 and 1660 Tice Valley Boulevard.



The property is currently being used as a commercial nursery and is covered with potted trees, plants, a couple of greenhouses and other landscaping equipment and material. There are also a number of existing structures on the site, including two single-family residences, numerous sheds and a couple of greenhouses. The single-family residence located near the northern property line is vacant, extremely dilapidated, and not suitable for habitation. Another, modest, older, single-family residence is located near the southern property line which is utilized for operation of the nursery. In addition to the numerous potted trees and plants located on the property, the arborist report prepared for the project indicated that there are 34 code protected trees on-site. The subject property is reasonably flat and about 250 wide and 240 feet deep along the southern property line.

The property fronts on approximately 191-feet of Tice Valley Boulevard and is accessed via a small driveway located on the northern parcel. The site is secured by a 6-foot cyclone fence along Tice Valley Boulevard.

The subject property is surrounded by a range of uses. The abutting properties to the south and east are single family residential properties. The abutting property to the north is a commercial property occupied by a medium sized, two-story, office building and parking lot, and the properties to the west, across Tice Valley Boulevard, are also commercial properties occupied with medium sized office buildings. The Walnut Creek city limit is located three parcels to the south (about 150-feet) along Tice Valley Boulevard.

#### **IV. PROJECT DESCRIPTION**

The proposed "Westborough" condominium development is a 14 unit project to be located on a 1.2-acre site currently identified as 1640 and 1660 Tice Valley Boulevard in the unincorporated area of Walnut Creek. In order to develop the property the applicant is requesting approval of a tentative map to subdivide the 1.2-acre site into three parcels and 14 condominium units. In addition to the tentative map, the applicant is also seeking approval of a final development plan and a rezoning of the property to Planned Unit District (P-1) from its current Multiple-Family (M-12) zoning. Descriptions of the individual applications are provided below.

##### **A. Subdivision**

The applicant is requesting approval of a tentative map to subdivide the 1.2-

acre property into three separate lots with 14 condominium units. The three parcels will consist of one roadway parcel, and two condominium parcels. Parcel 'B' will be 26,938 square feet (0.62-acre) and will be developed with nine of the condominium units. Parcel 'C' will be 13,312 square feet (0.31-acre) and will be developed with 5 of the condominium units.

Parcel 'A' is the 'U' shaped roadway parcel and will be 13,239 square feet (0.31-acre) in size. Parcel 'A' will also include the 18 guest parking spaces.

## **B. Final Development Plan**

In order to develop the property as proposed, the applicant is requesting approval of a final development plan. Approval of a final development plan in conjunction with the proposed rezoning to Planned Unit District (P-1) is required in order to develop the "Westborough" condominiums as proposed.

The final development plan for the "Westborough" condominium identifies every aspect of project development, including final building design, final site layout, preliminary landscaping design and all other project improvements. The individual aspects of the final development plan are discussed further below.

### **1. Site Layout**

The 14 condominium units will be located within five separate buildings (two duplex, two triplex and one four-plex). All of the buildings will be situated around the new "U" shaped private roadway, which will be accessed from Tice Valley Boulevard at two points.

The project will provide 18 off-street guest parking spaces (including one handicap or ADA space) in addition to a single garage space for each unit, resulting in a total of 32 parking spaces throughout the site, which is consistent, in terms of total required parking spaces, with the parking requirements of the M-12 zoning district. Therefore, an exception to the number of required off-street parking spaces is not required as part of the rezoning of the property to P-1.

The buildings will be setback a minimum of 25-feet from Tice Valley Boulevard, 20-feet from the side property lines and 50-feet from the

rear property line.

The internal "U" shaped private roadway will be 20-feet wide, with 4-foot wide sidewalks along the front and sides of all the units. Eighteen guest parking spaces are provided throughout the site, with most of the spaces provided along the rear of the site.

In accordance with the requirements of the Regional Clean Water Management Board and the Public Works Department, clean (storm) water facilities, including bioretention facilities, will be located at the rear of the site. The project landscaping plans identify significant landscaping in and around the proposed bioretention facilities.

## **2. Building Design**

The Westborough condominiums will be side-by-side units similar to townhomes and will consist of five separate buildings, two duplexes, two triplexes and one fourplex. The buildings will have a maximum height of 29-feet. Each unit will be a three bedroom unit, and all will have a single garage space. The living area and garage will be located on the ground floor and the bedrooms will be located on the second floor. Each unit will have a fenced private rear yard. Two unit types will be constructed, Unit 'A' will be three bedroom units, with 1,547 square feet of living area and Unit 'B' will be three bedroom units with 1,556 square feet of living area.

The building design is best described as "American Colonial", which incorporates gabled roofs, vertical and horizontal exterior wood siding and grid style windows. All of the units will be accessed from the future private roadway.

## **3. Landscaping/Trees**

A landscaping/planting plan was submitted with the final development plan application. The landscaping plan identifies the species and location of all proposed landscaping to be installed throughout the development. The plan also identifies the location of seven existing oak trees to be preserved and incorporated into the landscaping plan.

Landscaping will include the planting of various types of ground cover, shrubs and 32 trees, in addition to seven code protected oak trees to be preserved on-site. A significant portion of the proposed landscaping will be located at the front of the development, along Tice Valley Boulevard, and at the rear of the development around the future storm water detention facilities.

### **C. Rezoning**

In conjunction with the proposed final development plan, the applicant is requesting authorization of a rezoning of the property to Planned Unit District (P-1) from its current Multiple-Family (M-12) zoning designation.

In order to develop the site as proposed, rezoning of the site to the Planned Unit District (P-1) is necessary. Development of the site, as proposed, under the provisions of the Multiple Family (M-12) zoning district would require approval of several variances. Rezoning the site to the Planned Unit District (P-1), in conjunction with approval of the final development plan, will provide the necessary flexibility needed in order to develop the site as proposed, which is much more compatible that what could be developed utilizing the M-12 standards.

## **V. ENVIRONMENTAL REVIEW**

In accordance with the state *Guidelines for Implementation of the California Environmental Quality Act (CEQA)*, an initial study was prepared for to determine potential environmental impacts of the proposed Westborough condominium project. Upon completion of the initial study, it was determined that mitigation measures could be incorporated into the project description that would reduce project impacts to a less than significant level.

The Initial Study and Notice of Public Review and Notice of Intent to Adopt a Mitigated Negative Declaration was posted with the County Recorder and circulated for public review on September 4, 2014. The final day for providing comments on the adequacy of the initial study was September 24, 2014. No comments were received on the adequacy of the initial study.

## **VI. AGENCY COMMENTS**

The following comments were received for the application:

- **Transportation Planning**: In a memo dated May 2, 2014 the Transportation

Planning Section of the Department of Conservation and Development provided comments on the application. The memo indicated that since the project would clearly not generate more than 100 peak hour trips, a traffic impact analysis report is not required for the project. The memo also indicated that since the project will result in the development of more than 13 units, the applicant is required to prepare a Transportation Demand Management (TDM) Plan in accordance with the provisions of Section 82-32.010 of the County Code. A condition of approval (Condition #31) requiring compliance with the County's Transportation Demand Management Ordinance has been included in the conditions of approval for the project.

- **Public Works, Traffic Engineering:** In a memo dated April 15, 2014, the Traffic Engineering Division of the County Public Works Department provided comments regarding the proposed private roadway and access.
- **Saranap Homeowners Organization:** In a memo Saranap Homeowners Organization indicated that they find no reason to object to the project.
- **City of Walnut Creek:** In an email dated April 11, 2014 from Andrew M. Smith, Senior Planner, the City of Walnut Creek indicated that they have no comments on the proposed development.
- **Central Contra Costa Sanitary District:** In an email dated April 22, 2014 Russ Leavitt of the Central Contra Costa Sanitary District indicated that the site was within the service area of the district, and that the system in the vicinity of the project is adequate to accept the additional wastewater generated by the project. The district also indicated that the facilities located further downstream do not have adequate flow carrying capacity under the district's current design criteria and that improvements to facilities will be funded from applicable district fees and charges.
- **Housing Section, DCD:** In a memo dated October 13, 2014, the Housing Section of the Department of Conservation and Development indicated that the Housing Plan prepared for the Westborough project has been accepted. The Housing Plan for the Westborough project includes payment of an in-lieu fee of \$54,248 for the entire project.

## **VII. STAFF ANALYSIS**

The Westborough condominium project was designed in a manner that is considerate of neighboring property owners and is compatible with the development pattern in the vicinity of the project. The project will provide additional inventory of attached single-family residential units, which are in very high demand in the Walnut Creek area and in the vicinity of the project. The project layout, access, building design and landscaping plan will provide for an attractive development with no significant or adverse effects to the surrounding community.

Analysis of individual aspects of the project is discussed in further detail below.

- 1. General Plan Consistency:** The site has a general plan designation of Multiple-Family Residential, Medium Density (MM) which has a density range of 12.0 to 20.9 units per net acre. The project's density will be 15.2 units per net acre which is near the lower end of the MM density range.

In terms of consistency with other General Plan goals and policies, the project is consistent, including those found in the Land Use Element, Growth Management Element, Transportation and Circulation Element and Housing Element. According to the Land Use Element (Chapter 3) of the General Plan, there are no area specific general plan goals or policies that apply to the project based on its location, so the project is only subject to the standard General Plan goals and policies, such as those found in the Noise Element (Chapter 11).

According to the Noise Element (Chapter 11) of the General Plan, a portion of the subject property is within the 60dBA noise contour, so a mitigation measure (MM-12a) and condition of approval (COA #19) have been included to address the issue.

- 2. Rezoning to P-1:** The applicant is requesting a rezoning of the 1.2-acre site to Planned Unit District (P-1). This requires a variance to the 5-acre minimum lot size requirement of the Planned Unit District. Approval of the variance to the P-1 minimum lot size standard is being recommended for a number of reasons.

At the State and County level, development of in-fill properties, specifically high density residential project located near transit and population centers,

is being encouraged. This is evident with the passage of Senate Bill 375 (SB 375) in 2008 and adoption of the 2009 Housing Element Update by the Board of Supervisors in 2009.

Senate Bill (SB) 375 passed into law in 2008. It was one of the first efforts by state government to coordinate land use and transportation planning to reduce greenhouse gas (GHG) emissions in response to implementing the provisions of the landmark California Global Warming and Solutions Act of 2006 (otherwise known as Assembly Bill 32). One of the key provisions of SB 375 was to require the planning for housing by cities and counties to be linked and consistent with land use and transportation planning for GHG emission reductions mandated under AB 32.

The County's Housing Element identifies removal of the 5-acre minimum lots size restriction for the P-1 zoning as a five-year objective of the County's Housing Plan<sup>1</sup>. By removing this restriction, the P-1 zoning could be used to develop smaller in-fill properties near transit centers as required by State law and the County Housing Element. Based on its proximity to freeways, public transportation and shopping, this project is a perfect example of the use of the P-1 zoning for a small in-fill project as encouraged by the passage of SB 375 by the State and the Housing Element Update by the Board of Supervisors.

For this project, the P-1 zoning provides the flexibility to develop the property with a desirable product (for-sale units) that is in short supply and high demand in the vicinity of the site. The P-1 also provides the flexibility to design the project in a manner that is compatible and consistent with the surrounding uses.

3. **Site Plan**: The project has been laid out in a manner intended to reduce the impact to the neighboring property owners and in a manner that reduces the visual impact of the project from Tice Valley Boulevard. The buildings are setback a minimum of 25-feet from the edge of the future Tice Valley Boulevard right-of-way, which provides a significant buffer for the planting of landscaping between the roadway and the buildings. The units will front on the new private roadway and not on Tice Valley Boulevard which reduces the bulk and massing of the buildings as seen from the roadway.

---

<sup>1</sup> Page 6-106; Housing Element - Contra Costa County General Plan

The project also provides significant rear and side yard areas that reduce visual and privacy impacts to adjacent property owners. A rear yard setback of 50-feet as measured from the rear property line to the nearest building and side yards of 20-feet is provided project wide. This in conjunction with a maximum building height of 29-feet will reduce visual and privacy impacts to neighboring property owners.

4. **Off-Street Parking:** Each unit will have a single car garage. In addition to the garage spaces, an additional 18 guest parking spaces (including one handicapped space), will be provided within the development, resulting in a total of 32 off-street parking spaces for the project. Under the current zoning (M-12), a total of 32 off-street parking spaces would be required for a 14 unit project. Therefore, the number of parking spaces provided is consistent with M-12 zoning district<sup>2</sup>.

All of the guest parking spaces will be located at or near the rear of the development; this allows for a significant buffer (50-feet) between the neighboring single-family residential properties to the rear and the future Westborough units. It also has the added benefit of keeping guest parking out of view from Tice Valley Boulevard.

5. **Building Design:** The building design can be considered "American Colonial" which is a typical building design for many single family and multiple family buildings in the vicinity of the project. The building design is appropriate for the project and blends in well with the surrounding uses, specifically the neighboring single family residences. The maximum building height for the project will be 29-feet, which is consistent with the overall height of other commercial and residential buildings in the vicinity of the project.
6. **Landscaping/Tree Removal:** A preliminary landscaping plan has been submitted as part of the final development plan application. The plan identifies the location and type of all proposed landscaping to be planted throughout the site, including the planting of 32 new trees. The plan also identifies the location of seven code protected oak trees to be preserved on-site.

---

<sup>2</sup> Section 84-26.1202 of County Zoning Code requires 2.25 parking spaces for every unit with two or more bedrooms.



Significant landscaping will be planted along the front of the development which will add to the aesthetic appeal of the project, specifically as viewed from Tice Valley Boulevard. Additional significant landscaping will be located along the rear of the site, in and around the storm water detention facilities, which help to provide a buffer between the future buildings and the residential properties to the rear of the site.

According to the arborist report, a total of 23 code protected trees will be removed from the subject property and 11 other code protected trees will be impacted by development, four of which are located on the neighboring commercial property to the north. Seven on-site code protected trees will be preserved, including four oak trees near the center of the site which will automatically enhance the aesthetic appeal of the project once completed.

## **VIII. CONCLUSION**

After analyzing the proposed Westborough condominium project in terms of neighborhood compatibility, environmental impact, appropriateness of use and conformance with the County General Plan and zoning code, it has been determined that the project should be approved. The project will provide attractive, thoughtfully planned, residential units in an area with high demand for this type of use.

Therefore, staff is recommending that the Planning Commission adopt the mitigated negative declaration prepared for the project, approve the tentative map, and adopt a recommendation that the Board of Supervisors approved the Westborough final development plan and rezoning to Planned Unit District (P-1).

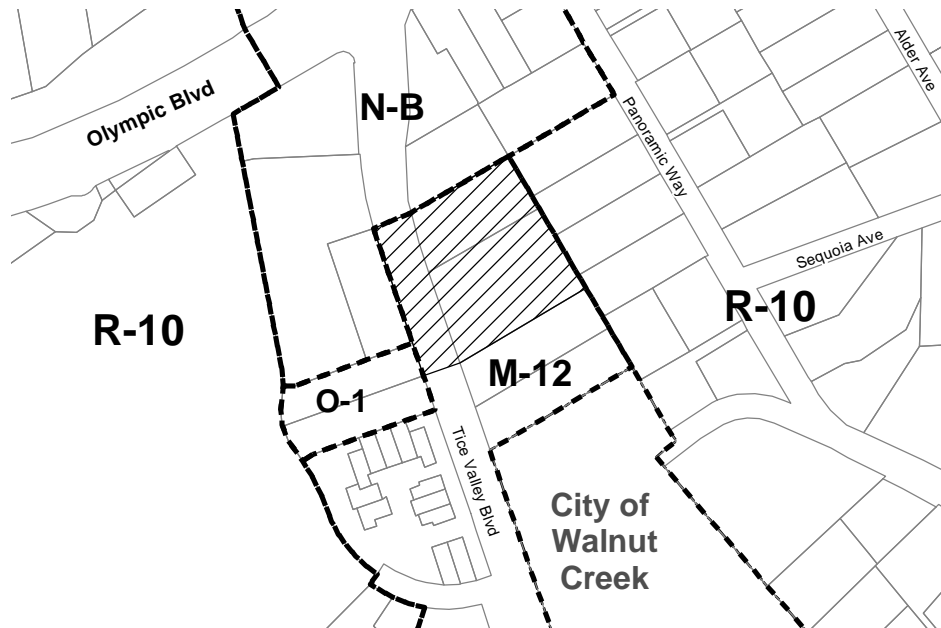
Saranap Area)

The Contra Costa County Board of Supervisors ordains as follows:

**SECTION I:** Page P-13 of the County's 2005 Zoning Map (Ord. No. 2005-03) is amended by re-zoning the land in the above area shown shaded on the map(s) attached hereto and incorporated herein (see also Department of Conservation and Development File No. RZ14-3225 .)

FROM: Land Use District M-12 (Multiple Family Residential)

TO: Land Use District P-1 (Planned Unit Development)  
and the Department of Conservation and Development Director shall change the Zoning Map accordingly, pursuant to Ordinance Code Sec. 84.2.002.



**SECTION II. EFFECTIVE DATE.** This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of supervisors voting for and against it in the \_\_\_\_\_, a newspaper published in this County.

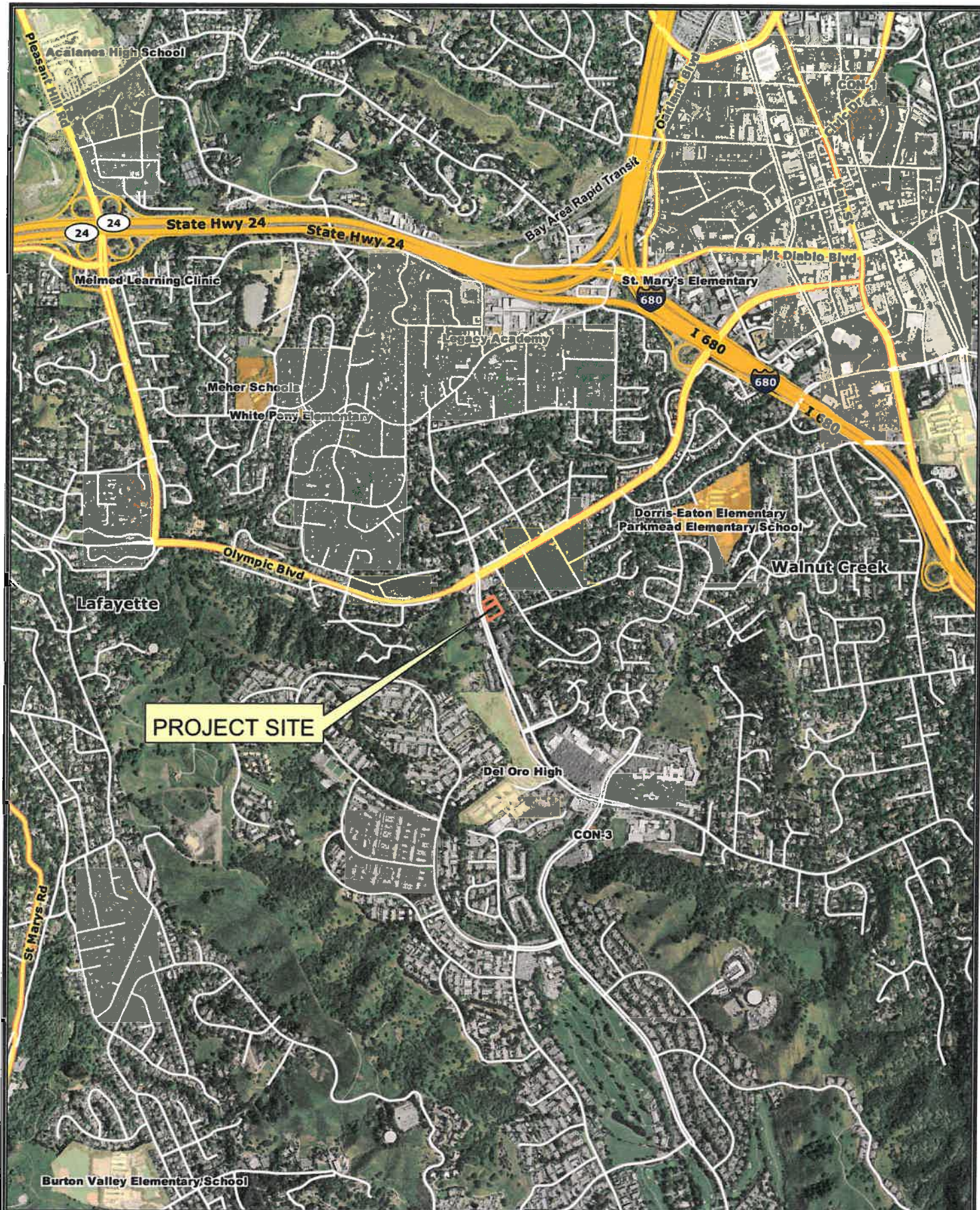
PASSED on \_\_\_\_\_ by the following vote:

<u>Supervisor</u>	<u>Aye</u>	<u>No</u>	<u>Absent</u>	<u>Abstain</u>
1. J. Gioia	( )	( )	( )	( )
2. C. Andersen	( )	( )	( )	( )
3. M.N. Piepho	( )	( )	( )	( )
4. K. Mitchoff	( )	( )	( )	( )
5. F.D. Glover	( )	( )	( )	( )

ATTEST: David Twa, County Administrator  
and Clerk of the Board of Supervisors \_\_\_\_\_

By \_\_\_\_\_, Dep. \_\_\_\_\_  
Chairman of the Board  
(SEAL)





## Vicinity Map

Scale 1:20,000  
Contra Costa Internet GIS Map  
Printed: Dec 22, 2014 11:23:00 AM





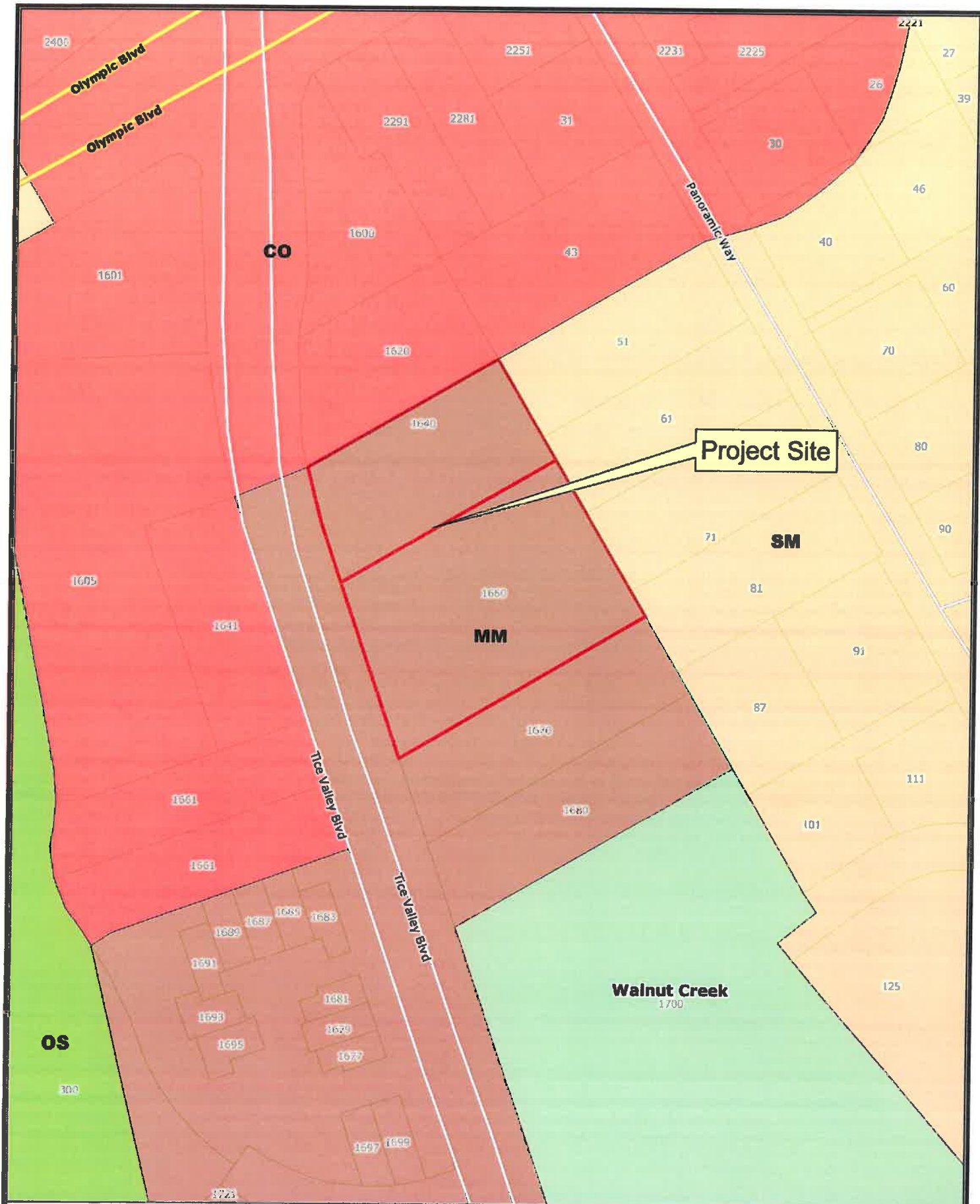


**Ortho Photo**

Scale 1:1,759  
Contra Costa Internet GIS Map  
Printed: Oct 23, 2014 8:46:47 AM



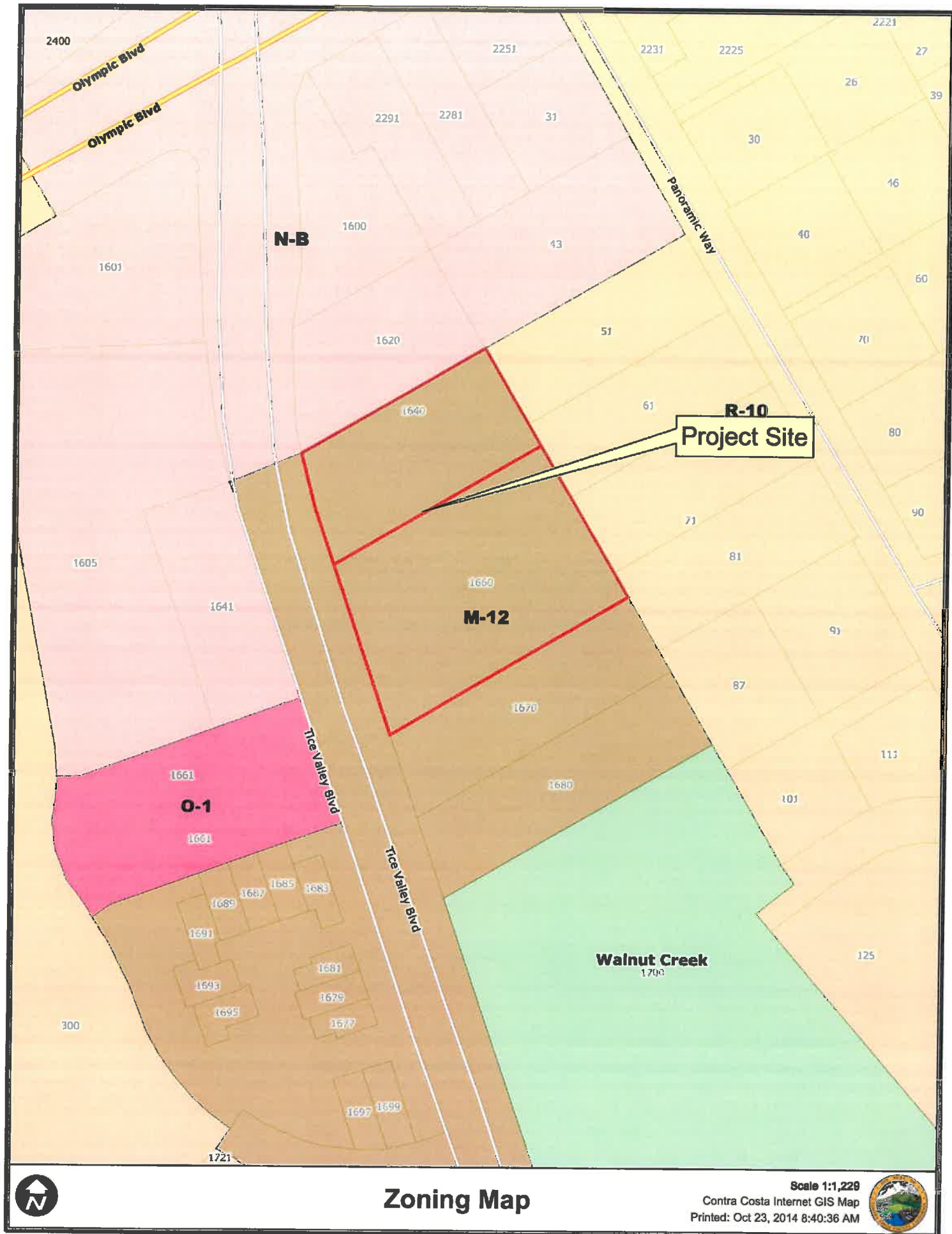




## General Plan Map

Scale 1:1,229  
Contra Costa Internet GIS Map  
Printed: Oct 23, 2014 8:43:44 AM





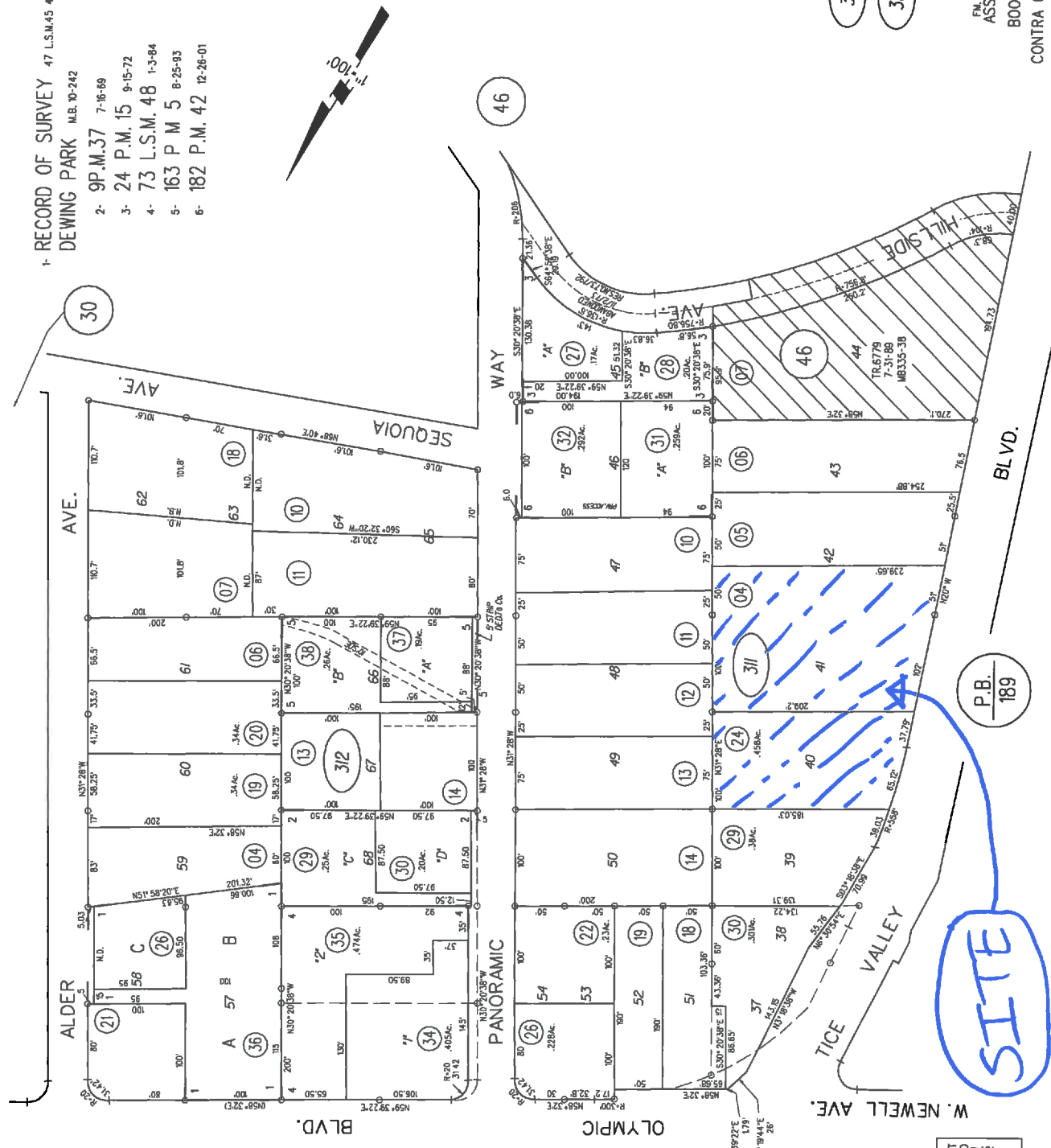
## Zoning Map

Scale 1:1,229  
Contra Costa Internet GIS Map  
Printed: Oct 23, 2014 8:40:36 AM



1- RECORD OF SURVEY 47 L.S.M.45 4-28-67  
DEWING PARK M.B. 70-242

- 2- 9P.M.37 7-16-69
- 3- 24 P.M.15 9-15-72
- 4- 73 L.S.M.48 1-3-84
- 5- 163 P.M.5 8-25-93
- 6- 182 P.M.42 12-26-01



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT BE IDENTICAL TO THE ACTUAL OR BUILDING SITE ORDINANCES.

**Department of  
Conservation and  
Development**

30 Muir Road  
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra  
Costa  
County**



**John Kopchik**  
Interim Director

**Aruna Bhat**  
Deputy Director

**Jason Crapo**  
Deputy Director

**SEPTEMBER 4, 2014**

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
INITIAL STUDY/ENVIRONMENTAL CHECKLIST**

- 1. Project Title:** Westborough 14 Unit Condominium Project, Tice Valley Boulevard
- 2. County Files:** DP14-3018, SD14-9376 and RZ14-3225
- 3. Lead Agency Name and Address:** Contra Costa County  
Department of Conservation and Development  
30 Muir Drive, Martinez, CA 94553
- 4. Contact Person and Phone Number:** Ruben Hernandez, Senior Planner  
(925) 674-7785
- 5. Project Address:** 1640 and 1660 Tice Valley Boulevard, Walnut Creek
- 6. Applicant:** Bob Pickett  
Momo Development 2013, LLC  
100 School St., Danville, CA 94526
- 7. General Plan Designation:** Multiple-Family Residential, Medium Density (MM)
- 8. Zoning:** Multiple-Family (M-12) Residential Zoning District.
- 9. Description of Project:** A proposal to develop a 1.2-acre site with 14 two-story condominium units. The condominium units will be constructed in clusters of 2, 3 and 4 units per building. The units will be two-story, side by side units with single car garages. The development will be accessed from Tice Valley Boulevard, via a new "U" shaped interior private roadway. The project will include the installation of complete site improvements including landscaping



improvements, clean water facilities, roadway improvements and storm drain improvements. Development of the site will require the removal of 23 of the 34 code protected on-site trees.

In order to develop the property as proposed, the applicant is requesting approval of a vesting tentative map, a final development plan and a rezoning of the 1.2-acre site to Planned Unit Development (P-1) from its current Multiple-Family (M-12) zoning. A variance to the Planned Unit District (P-1) minimum lot size is also being requested.

**10. Surrounding Land Uses and Setting:** The project site consists of two parcels identified as 1640 and 1660 Tice Valley Boulevard in the Walnut Creek area. The site is currently being used as a commercial nursery and is zoned for multiple-family use (M-12). Surrounding uses include commercial offices, single-family residences, multiple-family building and some open space.

Directly east of the site is a single-family residential neighborhood, to the north and to the west, across Tice Valley Boulevard, are commercial office buildings and to the south of the site, along Tice Valley Boulevard, are multiple-family uses, including some large apartment complexes.

**11. Other public agencies whose approval is required (e.g., permits, financing, approval, or participation agreement:** None.

### Environmental Factors Potentially Affected

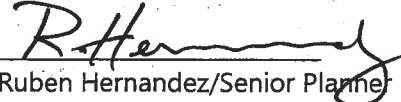
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Aesthetics               | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                |
| <input type="checkbox"/> Biological Resources     | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology/Soils              |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials      | <input type="checkbox"/> Hydrology/Water Quality    |
| <input type="checkbox"/> Land Use/Planning        | <input type="checkbox"/> Mandatory Findings of Significance | <input type="checkbox"/> Mineral Resources          |
| <input type="checkbox"/> Noise                    | <input type="checkbox"/> Population/Housing                 | <input type="checkbox"/> Public Services            |
| <input type="checkbox"/> Recreation               | <input type="checkbox"/> Transportation/Traffic             | <input type="checkbox"/> Utilities/Services Systems |
|   |   | <input checked="" type="checkbox"/> None Affected   |

### Environmental Determination

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that, although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.

  
 Ruben Hernandez/Senior Planner

Contra Costa County  
 Department of Conservation & Development

9/4/14  
 Date

## INITIAL STUDY/ENVIRONMENTAL CHECKLIST

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>1. AESTHETICS – <i>Would the project:</i></b>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b><u>SUMMARY</u></b></p> <p>a-b) The project site is not part of a scenic vista and is not located on, or visible from, a state scenic highway.  <b><u>Environmental Impact: No impact.</u></b></p> <p>c) Significant consideration of the project's visual impacts from Tice Valley Boulevard was taken into account during the design stages of the project. For example, the buildings will be orientated perpendicular to Tice Valley Boulevard in order to reduce the visual mass as viewed from the street. The units will also be built in clusters of 2, 3 and 4 units in order to break up building mass.</p> <p>The overall design of the buildings, including exterior finish, building height, rooflines and other architectural details are consistent with the character of the surrounding community and will not jeopardize the charm of Tice Valley Boulevard in the vicinity of the project. The project will also involve the installation of significant improvements throughout the site, including frontage and landscaping improvements along Tice Valley Boulevard. Upon installation of the frontage and landscape improvements along Tice Valley Boulevard, the view of the site from the roadway will be vastly improved from the existing conditions.  <b><u>Environmental Impact: Less than significant.</u></b></p> <p>d) The condominium project will not result in a new source of light or glare that would adversely affect day or nighttime views in the area. <b><u>Environmental Impact: No impact.</u></b></p>				
<p><b>2. AGRICULTURAL AND FOREST RESOURCES:</b> <i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.</i></p>				

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b><i>Would the project:</i></b>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment, which due to their location or nature, could result in conversion of farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>SUMMARY</u></b>				
The subject property is located in an established community and will not impact any agricultural lands or agricultural resources. <b><u>Environmental Impact: No impact.</u></b>				
<b>3. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.</b>				
<b><i>Would the project:</i></b>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>SUMMARY</u></b>				
<p><b>a-c)</b> The project is located within the San Francisco Bay Area Air Basin, which is regulated by the Bay Area Air Quality Management District (BAAQMD). The applicable air quality plan for this project is the 2001 Bay Area Ozone Attainment Plan, which was approved by the United States Environmental Protection Agency (EPA) in 2001, when it also became part of California's State Implementation Plan (SIP).</p> <p>Based on the size and residential character of the project, it has been determined that the most significant source of emissions to be generated by the project would be from the operation of off-road construction equipment during the construction phase of the project. Based on the amount of construction activity required for installation of the proposed subdivision improvements and units it has been determined that the project would not exceed the emission inventory as identified in the baseline emission inventory of the 2001 Bay Area Ozone Attainment Plan. Therefore, it has been determined that the project would not conflict or obstruct with the implementation of the 2001 Bay Area Ozone Attainment Plan. <b><u>Environmental Impact:</u></b> <i>Less than significant</i></p>				
<p><b>d)</b> The use or "operation" of the 14 residential units is not expected to cause any localized emissions that could expose sensitive receptors to unhealthy long-term air pollutant levels. Construction activities, however, would result in localized emissions of dust and diesel exhaust that could result in temporary impacts to nearby commercial, multi-family and single-family residential properties.</p> <p>Construction and grading activities produce combustion emissions from various sources, including heavy equipment engines, asphalt paving, and motor vehicles used by the construction workers. Dust would be generated during site clearing, grading, and construction activities, with most dust occurring during grading activities. The amount of dust generated would be highly variable and is dependent on the size of the area disturbed, amount of activity, soil conditions and meteorological conditions. Nearby sensitive receptors such as schools and residences could be adversely affected by dust generated during construction activities.</p> <p>Although grading and construction activities would be temporary, they would have the potential to cause both nuisance and health air quality impacts. Particulate matter (PM10) is the pollutant of greatest concern associated with dust from construction activities, and if uncontrolled, PM10 levels downwind of actively disturbed areas could possibly exceed state standards.</p> <p>According to BAAQMD, when appropriate measures are implemented to reduce fugitive dust, then the residual impact of future development would be considered to be reduced to a less-than-significant level. <b><u>Environmental Impact:</u></b> <i>Significant Unless Mitigation Incorporated.</i></p> <p><b>Mitigation Measure 3d:</b> The construction control measures listed below shall be implemented during project construction and shall be included on all construction plans:</p> <ul style="list-style-type: none"> <li>- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li> <li>- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</li> </ul>				

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<ul style="list-style-type: none"> <li>- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li> <li>- All vehicle speeds on unpaved roads shall be limited to 15 mph.</li> <li>- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</li> <li>- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.</li> <li>- Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</li> <li>- Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).</li> <li>- Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).</li> <li>- Limit traffic speeds on unpaved roads to 15 mph.</li> <li>- Install sandbags or other erosion control measures to prevent silt runoff to public roadways.</li> <li>- Replant vegetation in disturbed areas as quickly as possible.</li> <li>- Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site.</li> <li>- Install wind breaks, or plant trees/vegetative wind breaks at windward side(s) of construction areas.</li> <li>- Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 mph.</li> <li>- Limit the area subject to excavation, grading and other construction activity at any one time.</li> </ul>				
<b><u>Environmental Impact with Mitigation: Less than significant.</u></b>				

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<p>e) The project would not generate objectionable odors during the operational period. During construction and grading, diesel powered vehicles and equipment used on the site could create localized odors. These odors would be temporary and would dissipate in the outdoor construction environment; however, the idling of diesel engines for an extended period of time could be considered an impact to the adjacent residences. <b><u>Environmental Impact:</u></b> <i>Significant Unless Mitigation Incorporated.</i></p> <p><b><u>Mitigation Measure 3e:</u></b> The construction plans shall clearly indicate the following requirements for all vehicles:</p> <ul style="list-style-type: none"> <li>- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to three minutes.</li> <li>- Clear signage shall be provided for construction workers at all access points.</li> </ul> <p><b><u>Environmental Impact with Mitigation:</u></b> <i>Less than significant.</i></p>				
<b>4. BIOLOGICAL RESOURCES – <i>Would the project:</i></b>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b><u>SUMMARY</u></b>				
<p>a-d) The subject property is located in an established urbanized community surrounded by commercial, multi-family and single family uses. No creeks, wetlands or riparian areas are located on or near the 1.2-acre project site.</p> <p>According to Figure 8-1 (Significant Ecological Areas and Selected Locations of Protected Wildlife and Plant Species Areas) of the Conservation Element (Chapter 8) of the County 2005- 2020 County General Plan, the subject property is not located in a significant ecological area or selected location of protected wildlife and plant species. <b><u>Environmental Impact: Less than significant</u></b></p>				
<p>e) The subject property is currently being used as a commercial nursery and is filled with potted trees and plants as well as natural trees. According to the arborist report prepared for the project the site has 34 trees that are considered code protected trees per the County Tree Protection and Preservation Ordinance. <b><u>Environmental Impact: Less than significant</u></b></p>				
<p>f) The only Habitat Conservation Plan adopted by Contra Costa County is the East County Habitat Conservation Plan (HCP) and the subject property is not located within the plan area. <b><u>Environmental Impact: No Impact</u></b></p>				
<b>5. CULTURAL RESOURCES – Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b><u>SUMMARY</u></b>				
<p>a-d) According to the Archeological Survey Map (Figure 9-2) in the Open Space Element of the 2005-2020 County General Plan, the subject property is located in a "largely urbanized" area. Additionally, there is no record or evidence of historical, archeological, paleontological resources being located on or near the site, nor of the property being the site of a formal cemetery. There is a low possibility of archeological/cultural resources being located at the site. <b><u>Environmental Impact: Less than Significant</u></b></p>				
<b>6. GEOLOGY AND SOILS – Would the project:</b>				
<p>a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:</p>				



Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>SUMMARY</u></b>				
<p><b>a-d)</b> According to the Safety Element of the 2005-2020 County General Plan (Chapter 10) the subject property is not located on or near a mapped earthquake fault (Figure 10-2); is not located in an area with high liquefaction potential (Figure 10-5); and is not located near a landslide area (Figure 10-6). Therefore, it has been determined that there is low possibility of people or structures being exposed to dangers related to seismic issues. <b><u>Environmental Impact: Less than Significant.</u></b></p> <p><b>e)</b> The project will be served by a public waste water system (Contra Costa Sanitary District). <b><u>Environmental Impact: None.</u></b></p>				
<b>7. Greenhouse Gas Emissions – Would the project:</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b><u>SUMMARY</u></b>				
<p><b>a-b)</b> The subject property is located within the San Francisco Bay Area Air Basin (SFBAAB), which is within the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). The BAAQMD is the primary agency responsible for assuring that the National and California Ambient Air Quality Standards (NAAQS and CAAQS, respectively) are attained and maintained.</p> <p>According to the BAAQMD's October 2009 <u>Revised Draft Options and Justification Report</u>, projects consistent with a qualified Climate Action Plan adopted by the local jurisdiction (or similar adopted policies, ordinances and programs) that include enforceable measures to reduce GHG emissions, consistent with AB 32 goals or Executive Order S-03-05 targets, would be considered less than significant. Since Contra Costa County has not adopted a qualified Climate Action Plan, this standard cannot be used when evaluating the greenhouse gas impacts of the proposed Westborough condominium project.</p> <p>In the absence of an adopted qualified Climate Action Plan, the 2009 BAAQMD justification report recommends that the project be reviewed against a "bright-line" threshold of 1,100 metric tons (MT) of carbon dioxide equivalent per year (CO<sub>2</sub>e/yr). The report indicated that by establishing a bright line numeric threshold of 1,100 MT CO<sub>2</sub>e/yr., approximately 59 percent of all future projects and 92 percent of all future land use emissions would be subject to mitigation requirements under CEQA. This would achieve an aggregate emissions reduction of 1.6 million metric tons (MMT) of CO<sub>2</sub>e by 2020, and achieve the SFBAAB's fair share GHG emission reductions needed from new land use projects. For single family residential projects, this threshold corresponds to a project size of approximately 60 single family dwelling units.</p> <p>At 14 units, the Westborough project is significantly below the 60 single-family dwelling unit threshold identified by the BAAQMD for operational greenhouse gas impacts. Therefore, it has been determined that the project would not result in significant or cumulative operational-related greenhouse gas emissions impacts. <b><u>Environmental Impact: Less than significant.</u></b></p>				
<b>8. HAZARDS AND HAZARDOUS MATERIALS – <i>Would the project:</i></b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Environmental Issues</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
d) Be located within one-quarter mile of a facility that might reasonably be anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Be located on a site of a current or former hazardous waste disposal site or solid waste disposal site unless wastes have been removed from the former disposal site; or 2) that could release a hazardous substance as identified by the State Department of Health Services in a current list adopted pursuant to Section 25356 for removal or remedial action pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be located on land that is, or can be made, sufficiently free of hazardous materials so as to be suitable for development and use as a school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k) Be located within 1500 feet of: (i) an above-ground water or fuel storage tank, or (ii) an easement of an above ground or underground pipeline that can pose a safety hazard to the proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b><u>SUMMARY</u></b>				
The condominium project will not expose any people or structures to hazardous materials or potentially hazardous situations. <b><u>Environmental Impact: No Impact.</u></b>				
<b>9. HYDROLOGY AND WATER QUALITY – <i>Would the project:</i></b>				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>SUMMARY</u></b>				
a-b) The project is located with the service area of public wastewater and water service providers. <b><u>Environmental Impact: No Impact.</u></b>				
c-d) There are no creeks, streams or drainage facilities located on the property to be subdivided. <b><u>Environmental Impact: No Impact.</u></b>				
e-f) Based on the amount of new impervious area created by the project (over 10,000 square feet), the applicant was required to prepare a preliminary storm water control plan for review by the County Public Works Department. The stormwater control plan identifies how runoff from the project will be treated prior to entering the public stormwater system in order to reduce the amount of pollutants entering the system. According to the County Public Works Department, the April 2014 Preliminary Storm Water Control Plan prepared for the project was adequate for purposes of deeming the application complete. Prior to issuance of a grading or building permit, a final storm water management plan will be required to be approved by the Public Works Department. Upon implementation of the storm water management plan the project will not result in any significant water quality impacts. <b><u>Environmental Impact: Less than significant.</u></b>				
g-h) No portion of the subject property is located within a 100-year flood hazard area. <b><u>Environmental Impact: No Impact.</u></b>				
i-j) The project will not expose people or structures to a significant risk of loss, injury or death involving flooding or inundation by seiche, tsunami or mudflow. <b><u>Environmental Impact: No Impact.</u></b>				
<b>10. LAND USE AND PLANNING – Would the project:</b>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>SUMMARY</u></b>				
a) Based on the scale of the project and based on the project's location within an established community it is clear that the project will not result in the division of the existing community. <b><u>Environmental Impact: No Impact.</u></b>				
b) The proposed condominium project is consistent with all of the goals and policies identified in the Contra Costa County 2005-2020 General Plan, specifically those adopted to avoid environmental effects				

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
or impacts. <b><u>Environmental Impact: No Impact.</u></b>				
c) The subject property is not located within any identified habitat conservation plan or natural communities conservation plan. <b><u>Environmental Impact: No Impact.</u></b>				
<b>11. MINERAL RESOURCES – Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>SUMMARY</u></b>				
a, b) According to the Conservation Element (Chapter 8) of the 2005-2020 County General Plan, there are no mineral resource areas in the vicinity of the project (Figure 8-4). Therefore, it has been determined that the project will not result in any impacts to mineral resources. <b><u>Environmental Impact: No Impact.</u></b>				
<b>12. NOISE – Would the project:</b>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b><u>SUMMARY</u></b>				
<p>a) According to the Noise Element (Chapter 11) of the 2005-2020 County General Plan, the subject property is located in an area with a 24-hour average noise level exceeding 60 dB. The Noise Element indicates that noise levels exceeding 60 dB is "conditionally acceptable" for new residential projects. In order for new residential projects to be considered acceptable, specific features must be incorporated into the building design in order to achieve an interior noise level of 45 dB or less. <b><u>Environmental Impact: Significant Unless Mitigation Incorporated</u></b></p> <p><b>Mitigation Measure 12a:</b> In order to provide for an interior DNL of 45 dB or less, prior to issuance of the building permit for the first units a noise study shall be prepared to determine the 24-hour noise level at the site. If the noise level is shown to exceed the 60 DNL the applicant shall identify and incorporate specific construction techniques to reduce the interior noise levels to less than 45 DNL.</p> <p>b-f) The two lot minor subdivision will not result in any significant noise impacts and is not located within an airport land use plan or in the vicinity of a public or private airstrip. <b><u>Environmental Impact: No Impact</u></b></p>				
<b>13. POPULATION AND HOUSING – <i>Would the project:</i></b>				
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Displace substantial numbers of people necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b><u>SUMMARY</u></b>				
<p>a-c) The proposed 14 unit condominium project will not induce substantial population growth in the area and will not displace substantial numbers of existing housing or people necessitating the construction of replacement housing elsewhere. <b><u>Environmental Impact: Less than significant</u></b></p>				
<b>14. Public Services – <i>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</i></b>				
a) Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b><u>SUMMARY</u></b>				
<p>a-e) The 14 unit condominium project will not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any public service. <b><u>Environmental Impact: Less than significant.</u></b></p>				
<b>15. RECREATION</b>				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>SUMMARY</u></b>				
<p>a, b) Establishment of 14 new residential units will not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated, nor does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical impact on the environment. <b><u>Environmental Impact: No Impact.</u></b></p>				
<b>16. TRANSPORTATION/TRAFFIC – Would the project:</b>				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### **SUMMARY**

- a-b) Based on the size of the condominium project, it has been determined that project would not conflict with any applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, it has also been determined that the project would not conflict with any applicable congestion management program. **Environmental Impact: No Impact.**
- c) The subdivision will not result in a change in air traffic patterns. **Environmental Impact: No Impact.**
- d-e) The interior private roadway has been designed in accordance with County private road standards and Fire District standards and will not result in a substantial increase in hazards due to design features or in inadequate emergency access. **Environmental Impact: No Impact.**
- f) The subdivision will not conflict with any adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. **Environmental Impact: No Impact.**

### **17. UTILITIES AND SERVICE SYSTEMS – *Would the project:***

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><u>SUMMARY</u></b>  a) A preliminary stormwater control plan was prepared for the project and deemed adequate by the County Public Works Department. Therefore, it has been determined that the project's stormwater control plan is consistent with the requirements of the Regional Water Quality Control Board and the County's Clean Water permit issued by the Board. <b><u>Environmental Impact: Less than significant impact.</u></b>  b-c) The subdivision will not require or result in the construction of new water, wastewater treatment facilities or storm water drainage facilities which could result in significant environmental effects. <b><u>Environmental Impact: Less than significant impact.</u></b>  d-e) The public water and wastewater service providers have indicated that there is adequate supply to provide public water and wastewater services to the project. <b><u>Environmental Impact: Less than significant.</u></b>  f) The development will be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs. <b><u>Environmental Impact: Less than significant.</u></b>  g) The project will comply with federal, state, and local statutes and regulations related to solid waste. <b><u>Environmental Impact: No impact.</u></b>				
<b>18. MANDATORY FINDINGS OF SIGNIFICANCE</b>				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**SUMMARY**

a. Based on the whole of the record before the Department of Conservation and Development, it has been determined that the Westborough condominium project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

b. Based on the whole of the record before the Department of Conservation and Development, it has been determined that the Westborough condominium project will not have impacts that are cumulatively considerable. The project is an infill project located in a community with restricted growth potential so the possibility of the project resulting in cumulative impacts limited.

c. Based on the whole of the record before the Department of Conservation and Development, it has been determined that the 14 unit Westborough condominium project will not have environmental effects which will cause substantial adverse effects on human beings. The project is a small scale residential development in a developed area of Contra Costa County. Residential developments on the scale of the proposed Westborough development located within urbanized areas are not typically associated with substantial adverse effects on human beings. This is generally the case for the Westborough project.

## REFERENCES

**In the process of preparing the Initial Study Checklist and conduction of the evaluation, the following references were consulted and are available for review at the Contra Costa County Department of Conservation and Development, Community Development Division, 30 Muir Road, Martinez, California (1-855-323-2626):**

Contra Costa County. *2005-2020 Contra Costa County General Plan*. 2<sup>nd</sup> Reprint, July 2010.

----. Williamson Act Contract Active Roll. 2013.

----. *Airport Land Use Compatibility Plan*. December 2000.

----. *East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan*. October 2006.

----. Department of Conservation and Development, Transportation Planning Section. *Comments on Proposed "Westborough" Subdivision*. Memo dated May 2, 2014.

State of California. Department of Conservation. *Contra Costa County Important Farmland Map*. 2010.

Bay Area Air Quality Management District (BAAQMD). *Revised Draft Options and Justification Report; California Environmental Quality Act Thresholds of Significance*. October 2009.

----. *Revised San Francisco Bay Area Ozone Attainment Plan for the One-Hour National Ozone Standard*. October 24, 2001.

----. *Draft Bay Area Air Quality Management District Greenhouse Gas Model User's Manual*. April 29, 2010.

DK Consulting. *Preliminary Stormwater Control Plan for Westborough-Walnut Creek, California*. April 2014.

Traverso Tree Service. *Tree Preservation Report, Tice Valley Blvd. Subdivision #917*. April 1, 2014.

Friar Associates Incorporated. *Preliminary Geotechnical Report, Proposed Residential Development-1640, 1660 Tice Valley Boulevard, Walnut Creek, California*. March 31, 2014.

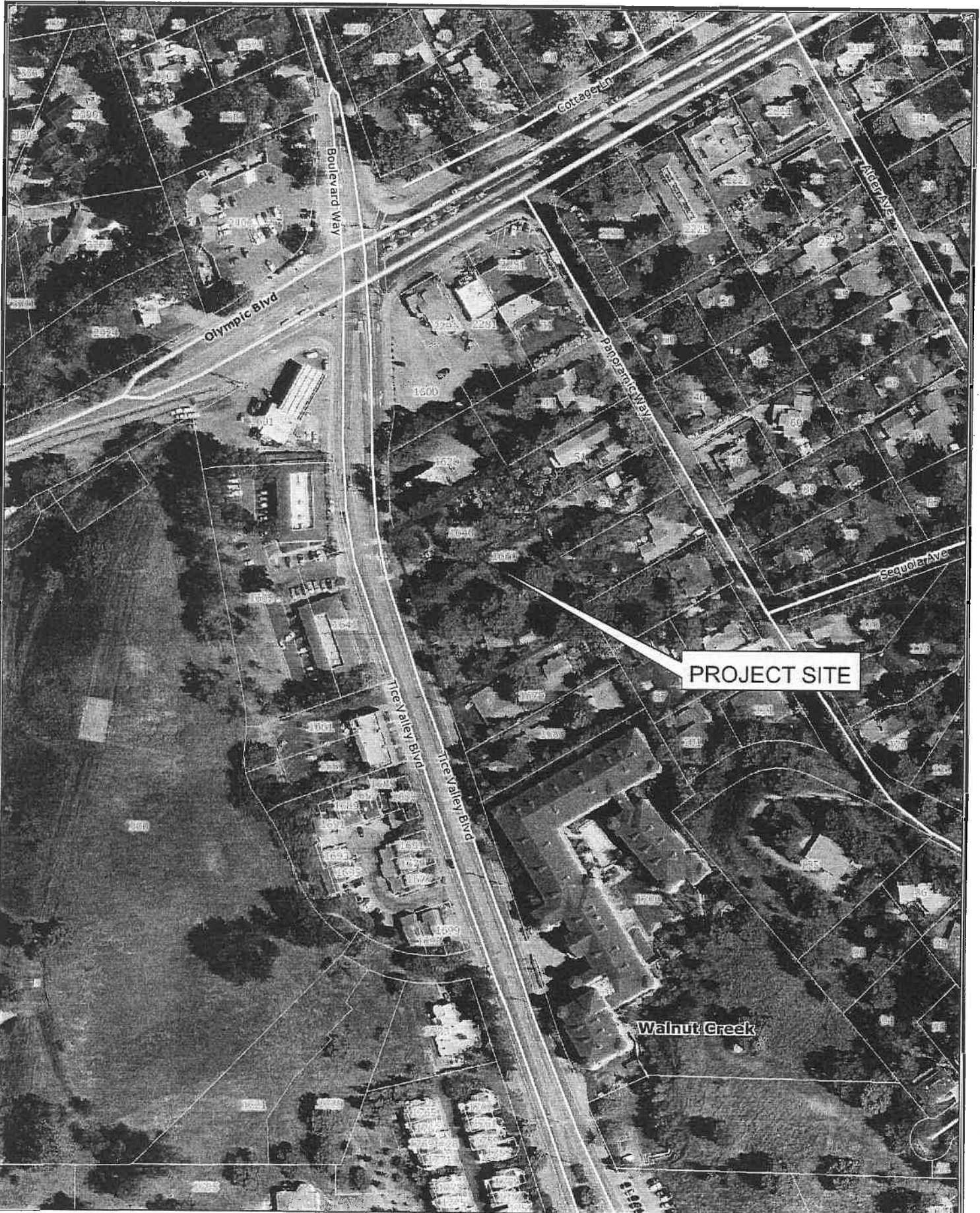
----. *Geotechnical Investigation, Proposed Residential Development-1640, 1660 Tice Valley Boulevard Walnut Creek, California*. May 2014.

Darwin Myers Associates. *Geologic Peer Review. RZ14-3225, SD14-9376 & DP14-3018.* April 23, 2014.

Contra Costa County Fire Protection District. *Westborough: Subdivision 9177 – CCCFPD Project No. P-2014-02562.* Letter dated May 13, 2014.

East Bay Municipal Utility District. *Review of Agency Planning Application – EBMUD File: S-9705.* Memo dated April 17, 2014.

Central Costa Sanitary District. *RZ14-3225, SD14-9376, DP14-3018; 14 Unit Townhouse Complex, 1640, 1660 Tice Valley Road, Unic. Walnut Creek.* Email to Ruben Hernandez dated Tuesday April 22, 2014.



# WESTBOROUGH CONDOMINIUM SITE

Scale 1:2,095  
Contra Costa Internet GIS Map  
Printed: Sep 3, 2014 1:17:15 PM



OCTOBER 2014  
 WESTBOROUGH CONDOMINIUMS, TICE VALLEY BLVD., WALNUT CREEK  
 MITIGATION MONITORING REPORTING PLAN  
 COUNTY FILES #SD14-9376; DP14-3018

Mitigation Measure #	Mitigation Measure	Implementing Action	Implementing Condition	Method of Verification	Timing of Verification	Party Responsible for Verification	Compliance Verification
MM-3d	<p>The construction control measures listed below shall be implemented during project construction and shall be included on all construction plans:</p> <ul style="list-style-type: none"> <li>-All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li> <li>-All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</li> <li>-All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li> <li>-All vehicle speeds on unpaved roads shall be limited to 15 mph.</li> <li>-All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>-Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers</li> </ul>	Verify on construction drawings prior to issuance of building permit.	COA #21	Verify on construction drawings prior to issuance of building permit.	Prior to issuance of building permit.	Community Development Division.	

OCTOBER 2014  
 WESTBOROUGH CONDOMINIUMS, TICE VALLEY BLVD., WALNUT CREEK  
 MITIGATION MONITORING REPORTING PLAN  
 COUNTY FILES #SD14-9376; DP14-3018

Mitigation Measure #	Mitigation Measure	Implementing Action	Implementing Condition	Method of Verification	Timing of Verification	Party Responsible for Verification	Compliance Verification
	<p>at all access points.</p> <p>-All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.</p> <p>-Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</p> <p>-Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).</p> <p>- Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).</p> <p>-Limit traffic speeds on unpaved roads to 15 mph.</p> <p>-Install sandbags or other erosion control measures to prevent silt runoff to public roadways.</p> <p>-Replant vegetation in disturbed areas as quickly as possible.</p> <p>-Install wheel washers for all exiting trucks, or wash off the tires</p>						



OCTOBER 2014  
 WESTBOROUGH CONDOMINIUMS, TICE VALLEY BLVD., WALNUT CREEK  
 MITIGATION MONITORING REPORTING PLAN  
 COUNTY FILES #SD14-9376; DP14-3018

Mitigation Measure #	Mitigation Measure	Implementing Action	Implementing Condition	Method of Verification	Timing of Verification	Party Responsible for Verification	Compliance Verification
	<p>or tracks of all trucks and equipment leaving the site.</p> <p>-Install wind breaks, or plant trees/vegetative wind breaks at windward side(s) of construction areas.</p> <p>-Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 mph.</p> <p>-Limit the area subject to excavation, grading and other construction activity at any one time.</p>						
MM-3e	<p>The construction plans shall clearly indicate the following requirements for all vehicles:</p> <p>-Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to three minutes.</p> <p>-Clear signage shall be provided for construction workers at all access points.</p>	Verify on construction drawings prior to issuance of building permit.	COA #21	Verify on construction drawings prior to issuance of building permit.	Prior to issuance of building permit.	Community Development Division.	
MM-12a	In order to provide for an interior DNL of 45 dB or less, prior to issuance of the building permit for the first units a noise study shall be prepared to determine the 24-hour noise level at the site. If the noise level is shown to exceed the 60 DNL the applicant shall identify and incorporate specific construction techniques to reduce the interior noise levels to less than 45 DNL.	Submittal of noise study at least 30-days prior to issuance of building permit for construction of 1 <sup>st</sup> building.	COA #19	Submittal of noise study to Community Development Division.	30-days prior to issuance of 1 <sup>st</sup> building permit.	Community Development Division.	



# WESTBOROUGH

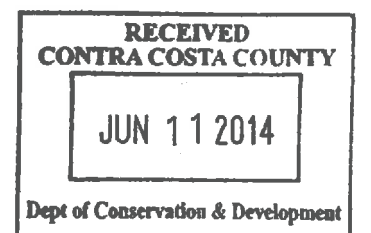


ARTIST'S RENDERING BY  
stevehubbardstudios.com

**Branagh Development, Inc.**  
Subdivision #9177  
Tice Valley Boulevard, Walnut Creek, CA  
June 5, 2014



**B·R·A·N·A·G·H**  
DEVELOPMENT  
BUILDERS • CONTRACTORS • DEVELOPERS







1"=40'



VICINITY MAP  
NOT TO SCALE

**NOTES**

- DEVELOPER/APPLICANT: MOMO DEVELOPMENT 2013, LLC  
/ BRANAGH DEVELOPMENT INC.  
100 SCHOOL STREET  
DANVILLE, CA 94526  
(925) 743-9500  
CONTACT - BOB PICKETT
- OWNERS: WILLIAM & JOYCE ASHURST LIVING TRUST  
61 TURRINI CIRCLE  
DANVILLE, CA 94526
- SARAH LOMBARDO, TRUSTEE  
866 BIRDHAVEN CT  
LAFAYETTE, CA 94549
- ENGINEER/PLANNER: dk CONSULTING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CA 94596  
(925) 932-6868  
CONTACT - ANDREW PALFFY
- ARCHITECT: WILLIAM HEZMALHALCH ARCHITECTS, INC.  
5000 EXECUTIVE PARKWAY, SUITE 375  
SAN RAMON, CA 94583  
(925) 627-1171  
CONTACT - MARK RETHERFORD
- SOILS ENGINEER: FRIAR ASSOCIATES  
2656 NICHOLSON STREET  
SAN LEANDRO, CA 94577  
(510) 351-3930  
CONTACT - JOHN FRIAR
- ARBORIST: TRAVERSO TREE SERVICE  
3354 FREEMAN RD.  
WALNUT CREEK, CA 94595  
(925) 930-7901  
CONTACT - JOHN TRAVERSO
- PARCEL NUMBERS: 184-311-004, 184-311-024  
EXISTING ZONE: M-12  
PROPOSED ZONE: P-1 PLANNED UNIT DISTRICT  
EXISTING USE: SINGLE FAMILY RESIDENTIAL  
PROPOSED USE: MULTIPLE FAMILY RESIDENTIAL  
NUMBER OF UNITS: 14 TOTAL UNITS  
SITE ACREAGE: 1.2 ± ACRES  
CONTOUR INTERVAL: EXISTING CONTOURS: 1 FOOT  
PROPOSED CONTOURS: 1 FOOT
- UTILITIES & SERVICES: EAST BAY MUNICIPAL UTILITIES DISTRICT  
PROPOSED WATER SUPPLY  
PROPOSED SEWER SUPPLY  
GAS & ELECTRIC SUPPLY  
TELEPHONE AT&T

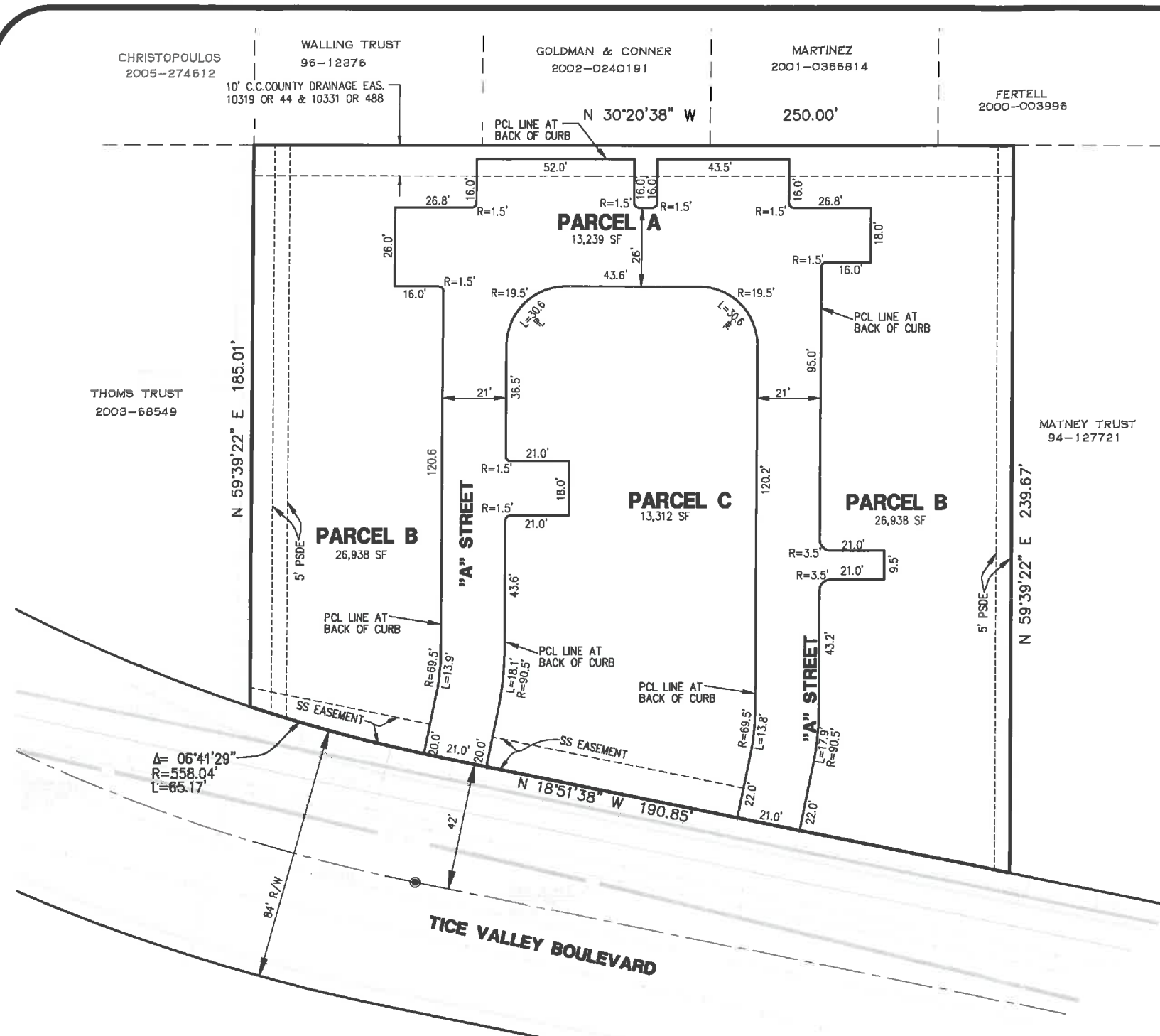
RECEIVED  
CONTRA COSTA COUNTY  
JUN 11 2014  
Dept of Conservation & Development

PRELIMINARY DEVELOPMENT PLAN/  
FINAL DEVELOPMENT PLAN  
AND  
VESTING TENTATIVE MAP  
(FOR CONDOMINIUM PURPOSES)  
**WESTBOROUGH**  
SUBDIVISION 9376  
CONTRA COSTA COUNTY, CALIFORNIA  
MAY 27, 2014  
VESTING TENTATIVE MAP

SHEET INDEX	
NO.	DESCRIPTION
1	SITE AERIAL PHOTO
2	VESTING TENTATIVE MAP
3	PRELIMINARY AND FINAL DEVELOPMENT PLAN
4	PRELIMINARY GRADING AND UTILITY PLAN
5	TREE REMOVAL PLAN
6	BOUNDARY AND TOPOGRAPHIC SURVEY







# NOTES

DEVELOPER/APPLICANT: MOMO DEVELOPMENT 2013, LLC / BRANACH DEVELOPMENT INC. 100 SCHOOL STREET DANVILLE, CA 94526 (925) 743-9500 CONTACT - BOB PICKETT

OWNERS: WILLIAM & JOYCE ASHURST LIVING TRUST 61 TURRINI CIRCLE DANVILLE, CA 94526 SARAH LOMBARDO, TRUSTEE 866 BIRDAVEN CT LAFAYETTE, CA 94549

ENGINEER/PLANNER: dk CONSULTING 1440 MARIA LANE, SUITE 200 WALNUT CREEK, CA 94596 (925) 932-6868 CONTACT - ANDREW PALFFY

ARCHITECT: WILLIAM HEZMALHALCH ARCHITECTS, INC. 5000 EXECUTIVE PARKWAY, SUITE 375 SAN RAMON, CA 94583 (925) 627-1171 CONTACT - MARK RETHERFORD

SOILS ENGINEER: FRIAR ASSOCIATES 2656 NICHOLSON STREET SAN LEANDRO, CA 94577 (510) 351-3930 CONTACT - JOHN FRIAR

ARBORIST: TRAVERSO TREE SERVICE 3354 FREEMAN RD. WALNUT CREEK, CA 94595 (925) 930-7901 CONTACT - JOHN TRAVERSO

PARCEL NUMBERS: 184-311-004, 184-311-024 M-12

EXISTING ZONE: P-1 PLANNED UNIT DISTRICT

EXISTING USE: SINGLE FAMILY RESIDENTIAL

PROPOSED USE: MULTIPLE FAMILY RESIDENTIAL

NUMBER OF UNITS: 14 TOTAL UNITS

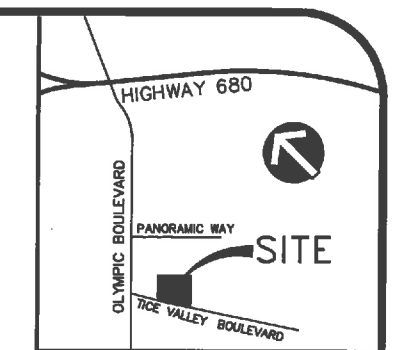
SITE ACREAGE: 1.2 ± ACRES

CONTOUR INTERVAL: EXISTING CONTOURS: 1 FOOT PROPOSED CONTOURS: 1 FOOT

UTILITIES & SERVICES: PROPOSED WATER SUPPLY: EAST BAY MUNICIPAL UTILITIES DISTRICT PROPOSED SEWER SUPPLY: CENTRAL CONTRA COSTA SANITARY DISTRICT GAS & ELECTRIC: PACIFIC GAS AND ELECTRIC TELEPHONE: AT&T



1"=20'



VICINITY MAP  
NOT TO SCALE

# LEGEND

DESCRIPTION	PROPOSED	EXISTING
SUBDIVISION BOUNDARY	---	---
PARCEL (PCL) LINE	---	---
RIGHT OF WAY LINE	---	---
STREET CENTER LINE	---	---
CONTOUR LINE	---	---
FACE OF CURB	---	---
SIDEWALK	---	---
SANITARY SEWER LINE & MANHOLE	---	---
STORM DRAIN LINE, MANHOLE AND CATCH BASIN	---	---
WATER LINE/ FH	---	---
FENCE LINE	---	---
CONTOUR LINE	---	---
UNIT NUMBER	8	
STREET SLOPE	2%	
FINISHED FLOOR ELEVATION	FF 182	
FINISH GRADE ELEVATION	FG 180.5	
TOP CURB ELEVATION	TC 180.5	
TOP GRATE ELEVATION	TG 180.5	
GRADE BREAK	GB	
AREA DRAIN	AD	
POINT OF CONNECTION	POC	
PRIVATE ACCESS EASEMENT/ PUBLIC UTILITY EASEMENT	PAE/PUE	
PRIVATE STORM DRAIN EASEMENT	PSDE	
C.3 TREATMENT AREA, BIOTENTION FACILITY		

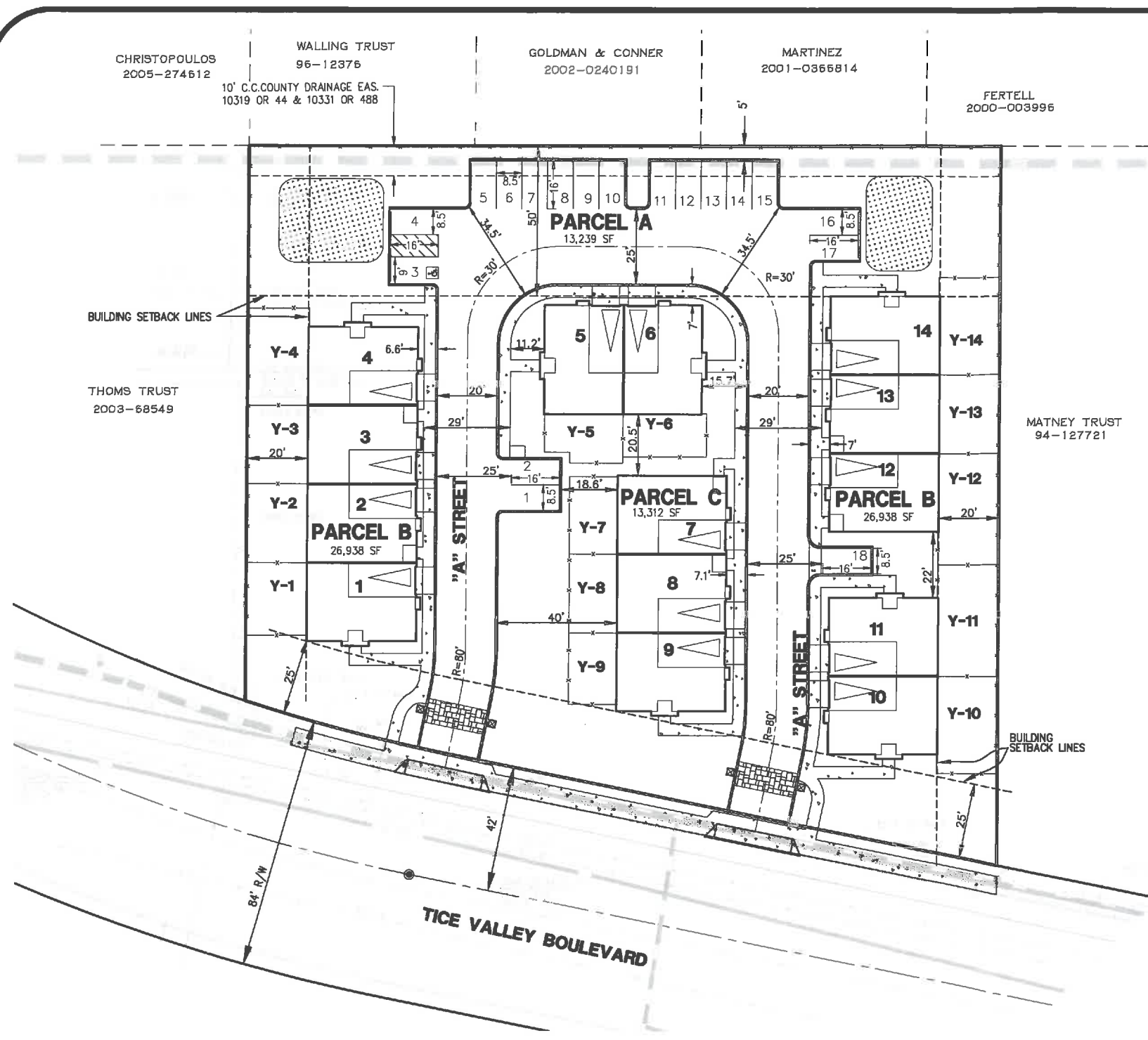
SHEET INDEX	
NO.	DESCRIPTION
1	SITE AERIAL PHOTO
2	VESTING TENTATIVE MAP
3	PRELIMINARY AND FINAL DEVELOPMENT PLAN
4	PRELIMINARY GRADING AND UTILITY PLAN
5	TREE REMOVAL PLAN
6	BOUNDARY AND TOPOGRAPHIC SURVEY

# ACREAGE SUMMARY

STREETS/ PARCEL A	0.30 ACRES
LOTS, COMMON SPACE / PARCELS B & C	0.92 ACRES
TOTAL GROSS AREA	1.22 ACRES
C.3	1290± SF
GROSS FLOOR AREA UNITS 1-14	25,794 SF
LOT COVERAGE UNITS 1-14	13,874 SF, 26%



VESTING TENTATIVE MAP  
(FOR CONDOMINIUM PURPOSES)  
**WESTBOROUGH**  
SUBDIVISION 9376  
CONTRA COSTA COUNTY, CALIFORNIA  
MAY 27, 2014  
VESTING TENTATIVE MAP



NOTES

DEVELOPER/APPLICANT: MOMO DEVELOPMENT 2013, LLC / BRANAGH DEVELOPMENT INC. 100 SCHOOL STREET DANVILLE, CA 94526 (925) 743-9500 CONTACT - BOB PICKETT

OWNERS: WILLIAM & JOYCE ASHURST LIVING TRUST 61 TURRINI CIRCLE DANVILLE, CA 94526 SARAH LOMBARDO, TRUSTEE 866 BIRDAVEN CT LAFAYETTE, CA 94549

ENGINEER/PLANNER: dk CONSULTING 1440 MARIA LANE, SUITE 200 WALNUT CREEK, CA 94596 (925) 932-6868 CONTACT - ANDREW PALFFY

ARCHITECT: WILLIAM HEZMALHALCH ARCHITECTS, INC. 5000 EXECUTIVE PARKWAY, SUITE 375 SAN RAMON, CA 94583 (925) 627-1171 CONTACT - MARK RETHERFORD

SOILS ENGINEER: FRIAR ASSOCIATES 2656 NICHOLSON STREET SAN LEANDRO, CA 94577 (510) 351-3930 CONTACT - JOHN FRIAR

ARBORIST: TRAVERSO TREE SERVICE 3354 FREEMAN RD. WALNUT CREEK, CA 94595 (925) 930-7901 CONTACT - JOHN TRAVERSO

PARCEL NUMBERS: 184-311-004, 184-311-024 M-12 P-1 PLANNED UNIT DISTRICT

EXISTING ZONE: SINGLE FAMILY RESIDENTIAL

PROPOSED ZONE: MULTIPLE FAMILY RESIDENTIAL

EXISTING USE: 14 TOTAL UNITS

PROPOSED USE: 1.2 ± ACRES

NUMBER OF UNITS: 14 TOTAL UNITS

SITE ACREAGE: 1.2 ± ACRES

CONTOUR INTERVAL: EXISTING CONTOURS: 1 FOOT PROPOSED CONTOURS: 1 FOOT

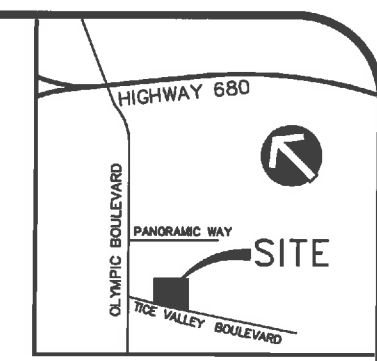
UTILITIES & SERVICES: EAST BAY MUNICIPAL UTILITIES DISTRICT

PROPOSED WATER SUPPLY: CENTRAL CONTRA COSTA SANITARY DISTRICT

PROPOSED SEWER SUPPLY: PACIFIC GAS AND ELECTRIC

GAS & ELECTRIC: AT&T

TELEPHONE: AT&T



VICINITY MAP NOT TO SCALE

LEGEND

DESCRIPTION	PROPOSED	EXISTING
SUBDIVISION BOUNDARY		
PARCEL (PCL) LINE		
RIGHT OF WAY LINE		
STREET CENTER LINE		
CONTOUR LINE		
FACE OF CURB		
SIDEWALK		
SANITARY SEWER LINE & MANHOLE		
STORM DRAIN LINE, MANHOLE AND CATCH BASIN		
WATER LINE/ FH		
FENCE LINE		
CONTOUR LINE		
UNIT NUMBER		
STREET SLOPE		
FINISHED FLOOR ELEVATION		
FINISH GRADE ELEVATION		
TOP CURB ELEVATION		
TOP GRATE ELEVATION		
GRADE BREAK		
AREA DRAIN		
POINT OF CONNECTION		
PRIVATE ACCESS EASEMENT/ PUBLIC UTILITY EASEMENT		
PRIVATE STORM DRAIN EASEMENT		
C.3 TREATMENT AREA, BIORETENTION FACILITY		
UNIT DESIGNATED YARD EXCLUSIVE EASEMENT		

SHEET INDEX	
NO.	DESCRIPTION
1	SITE AERIAL PHOTO
2	VESTING TENTATIVE MAP
3	PRELIMINARY AND FINAL DEVELOPMENT PLAN
4	PRELIMINARY GRADING AND UTILITY PLAN
5	TREE REMOVAL PLAN
6	BOUNDARY AND TOPOGRAPHIC SURVEY

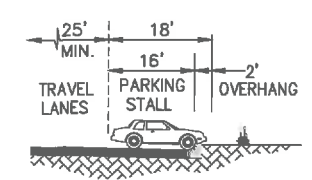
ACREAGE SUMMARY		
STREETS/ PARCEL A	0.30 ACRES	
LOTS, COMMON SPACE / PARCELS B & C	0.92 ACRES	
TOTAL GROSS AREA	1.22 ACRES	
C.3	1290± SF	
GROSS FLOOR AREA UNITS 1-14	25,794 SF	
LOT COVERAGE UNITS 1-14	13,874 SF, 26%	
UNITS OWN FROM INSIDE OF WALL TO INSIDE OF WALL AS DESCRIBED IN THE CONDOMINIUM PLANS.		
UNITS HAVE EXCLUSIVE EASEMENT RIGHTS TO REAR YARDS "Y-10"		
ALL OTHER AREAS ARE COMMON SPACE AND "HOA" OWNED AND MAINTAINED.		

PARKING SUMMARY

PARKING STALL DIMENSIONS 8.5' x 18'(INC. 2' OVERHANG)

HANDI CAP DIMENSIONS 9' x 18'(INC. 2' OVERHANG)

TOTAL PARKING STALLS 18 STALLS(INC. 1 ACCESSIBLE STALL)



PARKING STALL DETAIL NTS

PRELIMINARY DEVELOPMENT PLAN/  
FINAL DEVELOPMENT PLAN

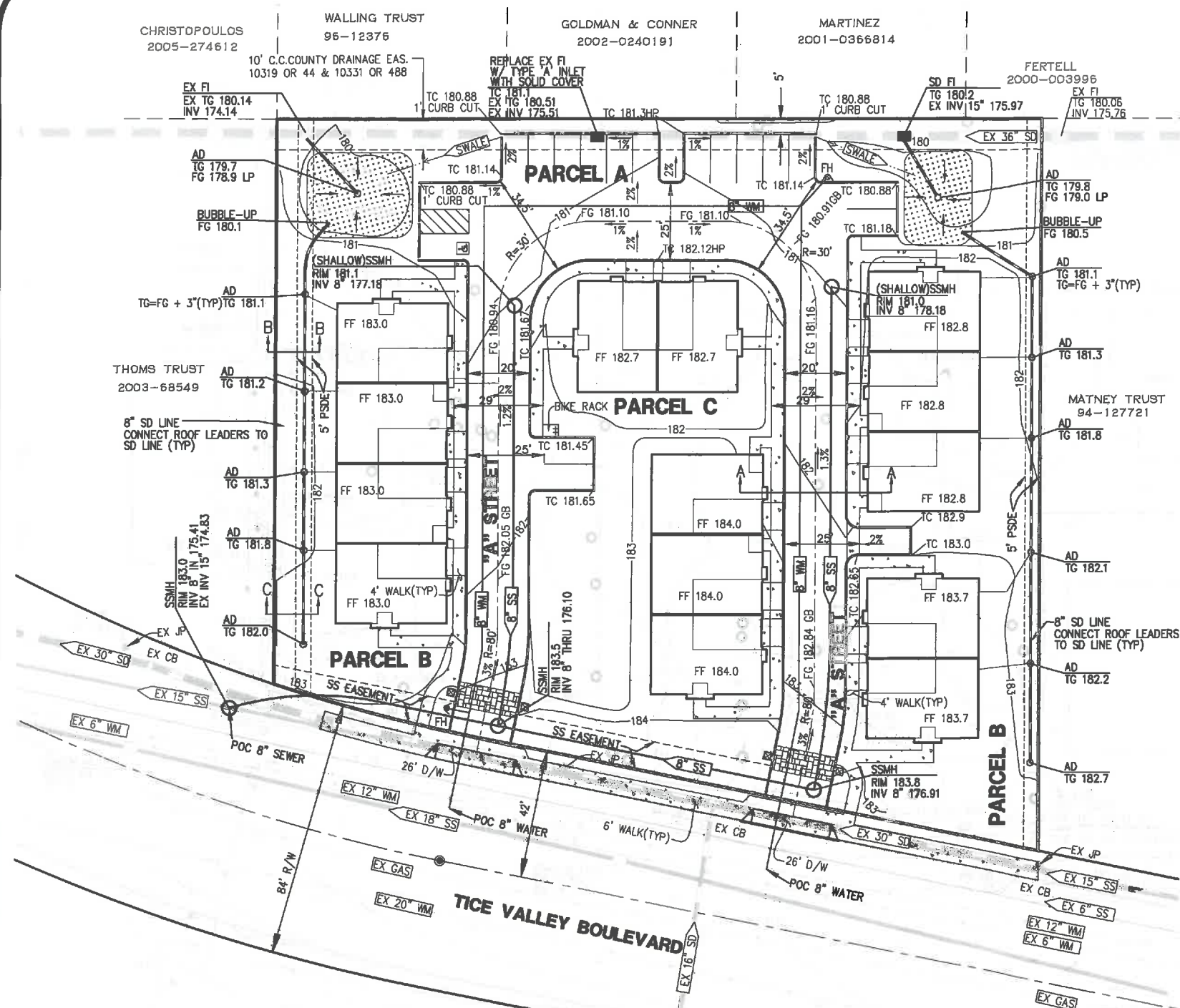
**WESTBOROUGH**

SUBDIVISION 9376

CONTRA COSTA COUNTY, CALIFORNIA

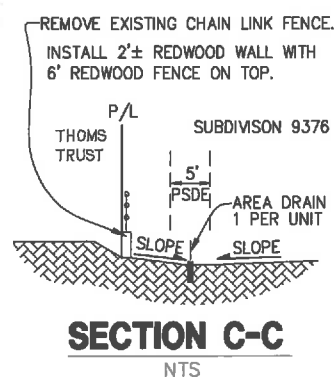
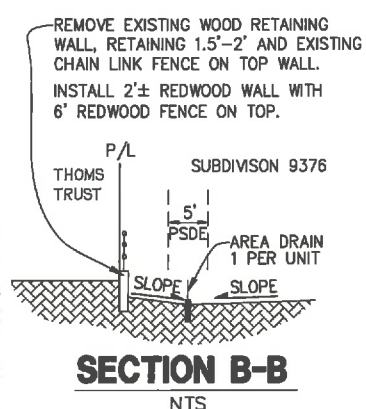
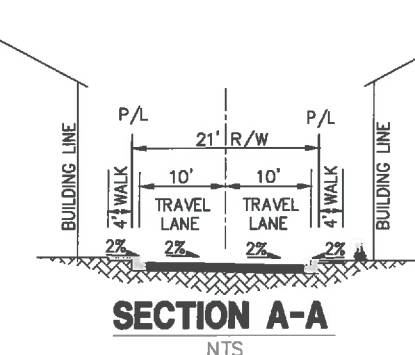
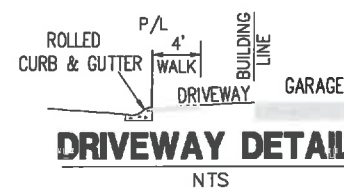
MAY 27, 2014
















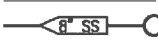

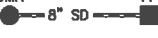

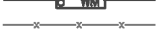




















PRELIMINARY AND FINAL DEVELOPMENT PLAN

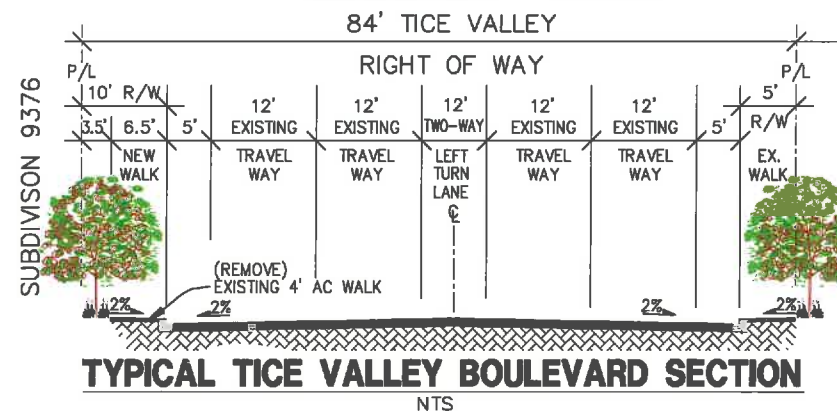


## NOTES

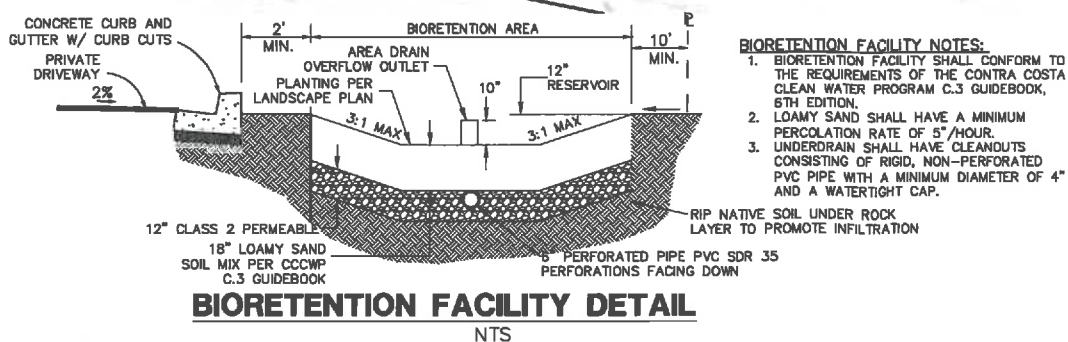
CONTOUR INTERVAL:	EXISTING CONTOURS: 1 FOOT PROPOSED CONTOURS: 1 FOOT
UTILITIES & SERVICES:	
PROPOSED WATER SUPPLY	EAST BAY MUNICIPAL UTILITIES DISTRICT
PROPOSED SEWER SUPPLY	CENTRAL CONTRA COSTA SANITARY DISTRICT
GAS & ELECTRIC TELEPHONE	PACIFIC GAS AND ELECTRIC AT&T



		
1"=20'		
LEGEND		
DESCRIPTION	PROPOSED	EXISTING
SUBDIVISION BOUNDARY		
PARCEL (PCL) LINE		
RIGHT OF WAY LINE		
STREET CENTER LINE		
CONTOUR LINE		
FACE OF CURB		
SIDEWALK		
SANITARY SEWER LINE & MANHOLE		
STORM DRAIN LINE, MANHOLE AND CATCH BASIN		
WATER LINE/ FH		
FENCE LINE		
CONTOUR LINE		
UNIT NUMBER		
STREET SLOPE		
FINISHED FLOOR ELEVATION	FF 182	
FINISH GRADE ELEVATION	FG 180.5	
TOP CURB ELEVATION	TC 180.5	
TOP GRATE ELEVATION	TG 180.5	
GRADE BREAK	GB	
AREA DRAIN	AD	
POINT OF CONNECTION	POC	
PRIVATE ACCESS EASEMENT/ PUBLIC UTILITY EASEMENT	PAE/PUE	
PRIVATE STORM DRAIN EASEMENT	PSDE	
C.3 TREATMENT AREA, BIORETENTION FACILITY		



SHEET INDEX	
NO.	DESCRIPTION
1	SITE AERIAL PHOTO
2	VESTING TENTATIVE MAP
3	PRELIMINARY AND FINAL DEVELOPMENT PLAN
4	PRELIMINARY GRADING AND UTILITY PLAN
5	TREE REMOVAL PLAN
6	BOUNDARY AND TOPOGRAPHIC SURVEY



**BIORETENTION FACILITY NOTES:**

1. BIORETENTION FACILITY SHALL CONFORM TO THE REQUIREMENTS OF THE CONTRA COSTA CLEAN WATER PROGRAM C.3 GUIDEBOOK, 6TH EDITION.
2. LOAMY SAND SHALL HAVE A MINIMUM PERCOLATION RATE OF 5"/HOUR.
3. UNDERDRAIN SHALL HAVE CLEANOUTS CONSISTING OF RIGID, NON-PERFORATED PVC PIPE WITH A MINIMUM DIAMETER OF 4" AND A WATERTIGHT CAP.

**PRELIMINARY DEVELOPMENT PLAN/  
FINAL DEVELOPMENT PLAN  
WESTBOROUGH  
SUBDIVISION 9376  
CONTRA COSTA COUNTY, CALIFORNIA  
MAY 27, 2014  
PRELIMINARY GRADING AND UTILITY PLAN**



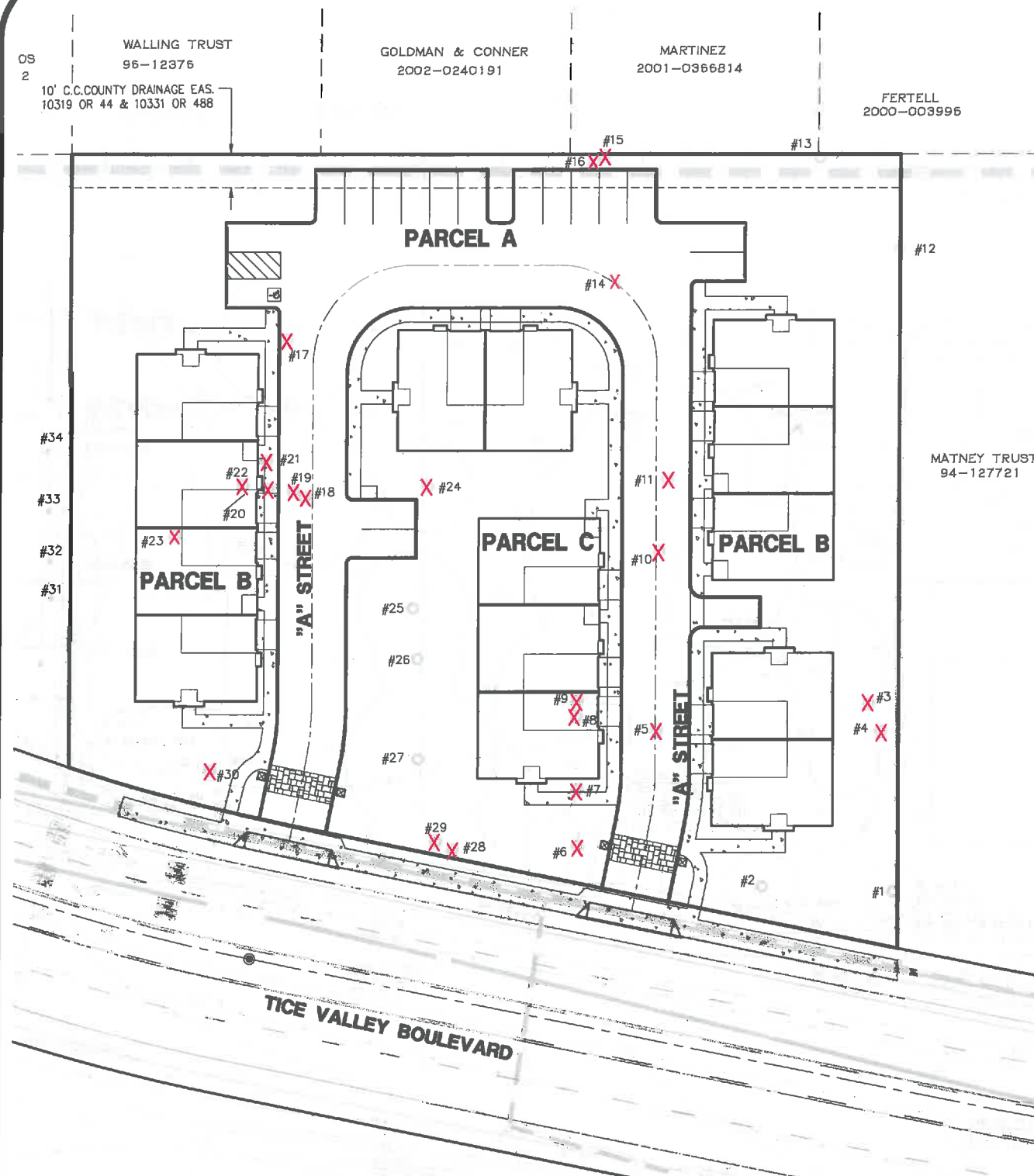


TABLE #1 "TREE INVENTORY DATA" Health & Structure Rating

"Dead", Dead or declining beyond chance of recovery.  
"Poor", Condition: Stunted or declining canopy, poor foliage color, possible disease or insect issues. Severe structural defects that may or may not be correctable. Usually not a reliable specimen for preservation.  
"Fair", Condition: Fair to moderate vigor. Minor structural defects that can be correctable. More susceptible to construction impacts than a tree in good condition.  
"Good", Condition: Good vigor, and color, with no obvious problems or defects. Generally more resilient to impacts.  
AGE: Young "Y" : 0-1/5 (20%) of expected life span. High resiliency to encroachment.  
Mature "M" : 1/5 - 4/5's (20%-80%) of expected life span. Moderate resiliency to encroachment.  
Over Mature "OM" : > 80% of expected life span. Low resiliency to encroachment

Tag #	Species	Diameter (IN.) @4.5'	Health	Structure	Drip Line (FT.)				AGE	Observations	Rel. Rating
					N	E	S	W			
1	Valley Oak Quercus lobata	11	Good	Good	10	10	10	15	Y	Growing through fence near south corner of property.	Fair
2	Valley Oak Quercus lobata	15.5	Good	Fair	15	25	20	10	Y	Topped by PG&E (under HV wires)	Poor
3	Scotch Pine Pinus sylvestris	10	Fair	Fair	8	8	8	8	M	Near S/E P/L	Fair
4	Scotch Pine Pinus sylvestris	12	Fair	Fair	8	8	8	8	M		Fair
5	Honey Locust Gleditsia triacanthos	20	Fair	Poor	15	15	20	25	OM	Mistle toe has caused branches to swell, weakening structure.	Poor
6	Valley Oak Quercus lobata	11	Fair	Fair	0	15	15	5	Y	One sided	Fair - good
7	Valley Oak Quercus lobata	10	Good	Fair	20	8	20	15	Y	S shaped curved trunk.	Good
8	Valley Oak Quercus lobata	19.5	Good	Good	25	20	25	25	M	Nice shaped tree.	Good
9	Valley Oak Quercus lobata	10	Good	Fair	25	0	0	0	Y	30 deg. phototropic lean to the north.	Fair-poor
10	Silver maple Acer spicatum	25"	Fair	Fair	0	0	30	30	OM	15 deg. lean to the S/W	Fair-Poor
11	Valley Oak Quercus lobata	29	Good	Good	30	35	40	35	M	Nice shaped tree.	Good
12	Valley Oak Quercus lobata	28	Good	Good	30	35	30	25	Y	Nice Tree	Good
13	Valley Oak Quercus lobata	15	Fair	Fair	35	30	5	25	Y	One sided canopy with co-dominant leaders at 8'.	Fair
14	Valley Oak Quercus lobata	22	Good	Good	25	25	25	25	M	Nice Tree	Good
15	California Privet Ligustrum ovalifolium	11	Fair	Fair	10	10	10	10	Y	Drought Stressed.	Poor
16	Valley Oak Quercus lobata	11	Good	Poor	25	0	0	0	Y	30 deg. lean to the north.	Poor
17	Valley Oak Quercus lobata	12, 17	Fair	Poor	25	25	25	18	M	Included co-dominant stems.	Poor
18	Valley Oak Quercus lobata	13	Fair	Fair	0	20	25	20	Y	Crowded one-sided tree.	Fair
19	Valley Oak Quercus lobata	16	Good	Fair	15	30	30	25	Y	Included co-dominant leaders at 10'	Fair-poor
20	Valley Oak Quercus lobata	8.5	Fair	Fair	0	15	10	20	Y	Crowded by adjacent trees.	Fair
21	Valley Oak Quercus lobata	13.5	Fair	Poor	30	30	0	0	Y	One-sided leaning tree	Poor
22	Valley Oak Quercus lobata	16	Good	Good	20	20	15	25	Y	Nice tree	Good
23	Deodar Cedar Cedrus deodora	23	Good	Good	25	15	20	20	M	Nice tree	Good



1"=20'

ARBORIST: TRAVERSO TREE SERVICE  
3354 FREEMAN RD.  
WALNUT CREEK, CA 94595  
(925) 930-7901  
CONTACT - JOHN TRAVERSO

Tag #	Species	Diameter (IN.) @4.5'	Health	Structure	Drip Line (FT.)				AGE	Observations	Rel. Rating
					N	E	S	W			
24	Drabapple Malus sp.	9, 7	Fair	Fair	8	8	12	10	M	Co-dominant leaders, stunted growth.	Poor
25	Valley Oak Quercus lobata	17.5	Good	Fair	20	20	20	20	M	Co-dominant leaders	Fair - Good
26	Valley Oak Quercus lobata	15	Good	Fair	15	12	15	20	Y	Co-dominant leaders.	Fair - Good
27	Valley Oak Quercus lobata	20.5	Good	Good	25	25	25	25	M	Nice tree	Good
28	Deodar Cedar Cedrus deodora	14	Good	Poor	10	10	10	10	M	Nursery specimen that escaped container. Under PG&E lines.	Poor
29	Deodar Cedar Cedrus deodora	11	Good	Poor	8	8	8	8	Y	Nursery specimen that escaped container. Under PG&E lines. Topped.	Poor
30	Flowering Plum Prunus sp.	10.5	Fair	Poor	8	12	12	8	OM	Rangy unkempt canopy.	Poor
31	Coastal Redwood Sequoia sempervirens	28+-	Good	Good	12	12	12	12	M	Neighbors trees in good condition. Located 6' back from existing N/W fence line.	Good
32	Coastal Redwood Sequoia sempervirens	25+-	Good	Good	12	12	12	12	M	Neighbors trees in good condition. Located 6' back from existing N/W fence line.	Good
33	Coastal Redwood Sequoia sempervirens	26+-	Good	Good	12	12	12	12	M	Neighbors trees in good condition. Located 6' back from existing N/W fence line.	Good
34	Coastal Redwood Sequoia sempervirens	28+-	Good	Good	12	12	12	12	M	Neighbors trees in good condition. Located 6' back from existing N/W fence line.	Good

#4  
X

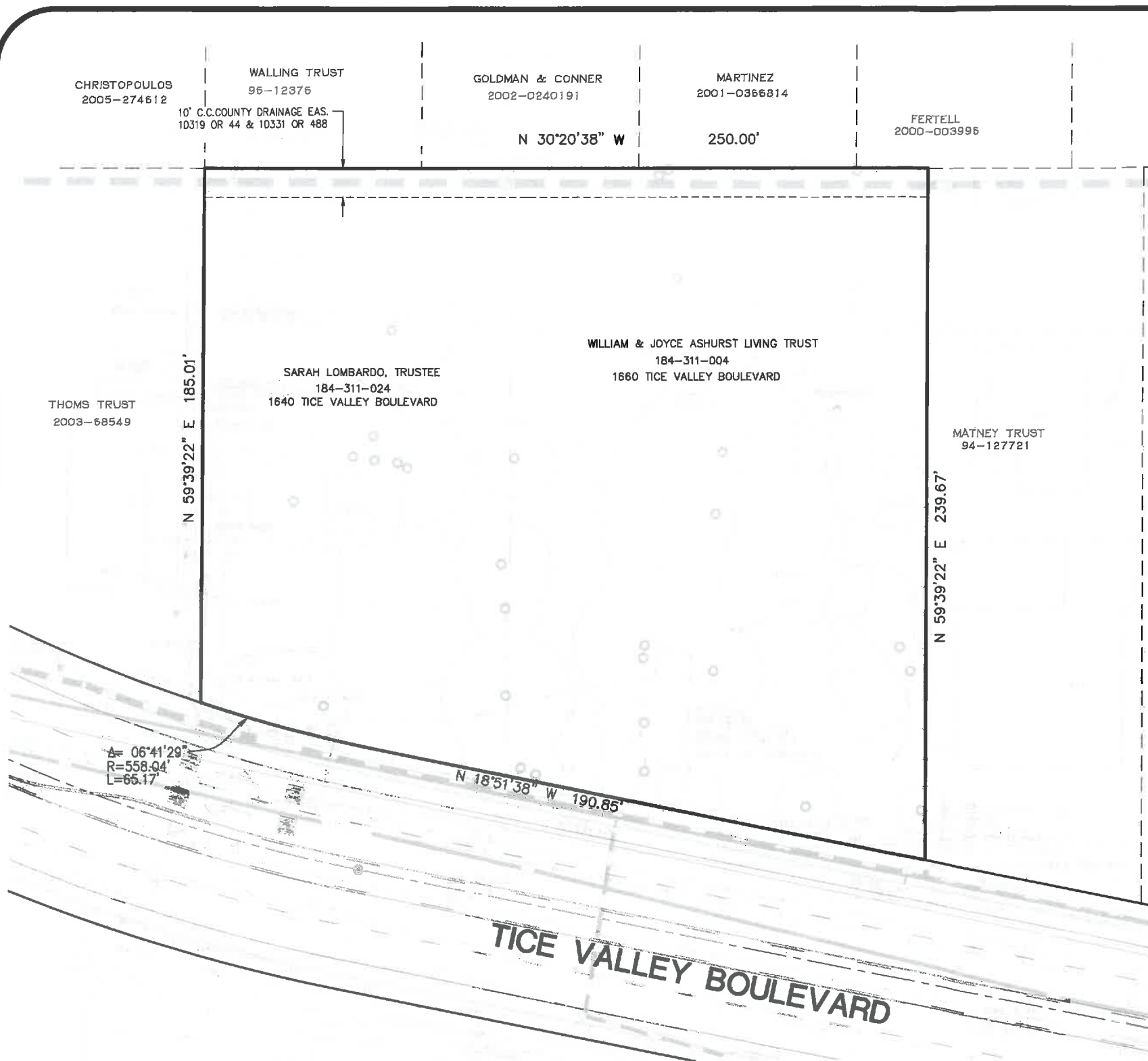
INDICATES EXISTING TREE TO BE REMOVED

## SHEET INDEX

NO.	DESCRIPTION
1	SITE AERIAL PHOTO
2	VESTING TENTATIVE MAP
3	PRELIMINARY AND FINAL DEVELOPMENT PLAN
4	PRELIMINARY GRADING AND UTILITY PLAN
5	TREE REMOVAL PLAN
6	BOUNDARY AND TOPOGRAPHIC SURVEY



PRELIMINARY DEVELOPMENT PLAN/  
FINAL DEVELOPMENT PLAN  
**WESTBOROUGH**  
SUBDIVISION 9376  
CONTRA COSTA COUNTY, CALIFORNIA  
MAY 27, 2014  
TREE REMOVAL PLAN



## NOTES

DEVELOPER/APPLICANT: MOMO DEVELOPMENT 2013, LLC / BRANAGH DEVELOPMENT INC. 100 SCHOOL STREET DANVILLE, CA 94526 (925) 743-9500 CONTACT - BOB PICKETT

OWNERS: WILLIAM & JOYCE ASHURST LIVING TRUST 61 TURRINI CIRCLE DANVILLE, CA 94526 SARAH LOMBARDO, TRUSTEE 866 BIRDHAVEN CT LAFAYETTE, CA 94549

ENGINEER/PLANNER: dk CONSULTING 1440 MARIA LANE, SUITE 200 WALNUT CREEK, CA 94596 (925) 932-6868 CONTACT - ANDREW PALFFY

ARCHITECT: WILLIAM HEZMALHALCH ARCHITECTS, INC. 5000 EXECUTIVE PARKWAY, SUITE 375 SAN RAMON, CA 94583 (925) 827-1171 CONTACT - MARK RETHERFORD

SOILS ENGINEER: FRIAR ASSOCIATES 2656 NICHOLSON STREET SAN LEANDRO, CA 94577 (510) 351-3930 CONTACT - JOHN FRIAR

ARBORIST: TRAVERSO TREE SERVICE 3354 FREEMAN RD. WALNUT CREEK, CA 94595 (925) 930-7901 CONTACT - JOHN TRAVERSO

PARCEL NUMBERS: 184-311-004, 184-311-024

EXISTING ZONE: M-12

PROPOSED ZONE: P-1 PLANNED UNIT DISTRICT

EXISTING USE: SINGLE FAMILY RESIDENTIAL

PROPOSED USE: MULTIPLE FAMILY RESIDENTIAL

NUMBER OF UNITS: 14 TOTAL UNITS

SITE ACREAGE: 1.2 ± ACRES

CONTOUR INTERVAL: EXISTING CONTOURS: 1 FOOT PROPOSED CONTOURS: 1 FOOT

UTILITIES & SERVICES: PROPOSED WATER SUPPLY: EAST BAY MUNICIPAL UTILITIES DISTRICT PROPOSED SEWER SUPPLY: CENTRAL CONTRA COSTA SANITARY DISTRICT GAS & ELECTRIC: PACIFIC GAS AND ELECTRIC TELEPHONE: AT&T

FEMA: PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 06013C0289F, WITH A DATE OF IDENTIFICATION OF JUNE 16, 2009 FOR COMMUNITY OF (UNINCORPORATED AREAS) IN CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

BASIS OF BEARINGS: TAKEN AS N18°51'38"W BETWEEN TWO STANDARD STREET MONUMENTS AS SHOWN ON C.C.CO. RW MAP 3851C DATED NOVEMBER 3, 1972, SAID MONUMENTS IN TICE VALLEY BLVD.

BENCH MARK: C.C.CO. BM # 3687, BEING A CINCH NAIL AND BRASS DISK AT THE SOUTH CURB RETURN AT SE RETURN OF OLYMPIC BLVD. AND PANARAMIC WAY. ELEV. = 182.898



1"=20'

## LEGEND

DESCRIPTION	PROPOSED	EXISTING
SUBDIVISION BOUNDARY	---	---
PARCEL (PCL) LINE	---	---
RIGHT OF WAY LINE	---	---
STREET CENTER LINE	---	---
CONTOUR LINE	---	---
FACE OF CURB	---	---
SIDEWALK	---	---
SANITARY SEWER LINE & MANHOLE	---	---
STORM DRAIN LINE, MANHOLE AND CATCH BASIN	---	---
WATER LINE/ FH	---	---
FENCE LINE	---	---
CONTOUR LINE	---	---
UNIT NUMBER	8	
STREET SLOPE	2%	
FINISHED FLOOR ELEVATION	FF 182	
FINISH GRADE ELEVATION	FG 180.5	
TOP CURB ELEVATION	TC 180.5	
TOP GRATE ELEVATION	TG 180.5	
GRADE BREAK	GB	
AREA DRAIN	AD	
POINT OF CONNECTION	POC	
PRIVATE ACCESS EASEMENT/ PUBLIC UTILITY EASEMENT	PAE/PUE	
PRIVATE STORM DRAIN EASEMENT	PSDE	

SHEET INDEX	
NO.	DESCRIPTION
1	SITE AERIAL PHOTO
2	VESTING TENTATIVE MAP PROPOSED PARCELS
3	VESTING TENTATIVE MAP
4	PRELIMINARY GRADING AND UTILITY PLAN
5	TREE REMOVAL PLAN
6	BOUNDARY AND TOPOGRAPHIC SURVEY



PRELIMINARY DEVELOPMENT PLAN/  
FINAL DEVELOPMENT PLAN  
**WESTBOROUGH**  
SUBDIVISION 9376  
CONTRA COSTA COUNTY, CALIFORNIA  
MAY 27, 2014  
BOUNDARY AND TOPOGRAPHIC SURVEY





Rear



Front

## 4-plex Elevations

**Westborough**  
Walnut Creek, CA  
Branagh Development



**W**  
**WILLIAM HEZMALHALCH**  
**ARCHITECTS INC.**  
5000 EXECUTIVE PARKWAY, SUITE 375 SAN RAMON CA 94583-4210  
925 483 1700 fax 949 250 1529  
2850 REDHILL AVENUE, SUITE 200 SANTA ANA CA 92705-5543  
949 250 0607 www.wheharchitects.com fax 949 250 1529

March 28, 2014  
**5.4**  
2013427



Rear



Right



Left



Front

## Duet Elevations

**Westborough**  
Walnut Creek, CA  
Branagh Development



**WILLIAM HEZMALHALCH  
ARCHITECTS, INC.**  
5000 EXECUTIVE PARKWAY SUITE 375 SAN RAMON CA 94583-4210  
925 463 1700 fax 949 250 1529  
2850 REDHILL AVENUE SUITE 200 SANTA ANA CA 92705-5543  
949 250 0607 www.wheharchitects.com fax 949 250 1529

March 28, 2014

**3.3**

2013427





Rear



Right



Left



Front



# Triplex Elevations

## Westborough

Walnut Creek, CA  
Branagh Development

**W**  
WILLIAM HEZMALHALCH  
ARCHITECTS INC.  
8000 EXECUTIVE PARKWAY SUITE 375 SAN RAMON CA 94583-4210  
925 453 1700 fax 949 250 1529  
2850 REDHILL AVENUE SUITE 200 SANTA ANA CA 92705-5543  
949 250 0607 www.wharchitects.com fax 949 250 1529

March 28, 2014

4.4

2013427

2013427 - Tice Valley Oaks - Walnut Creek, CA



Left



Right

## 4-plex Elevations

**Westborough**  
Walnut Creek, CA  
Branagh Development

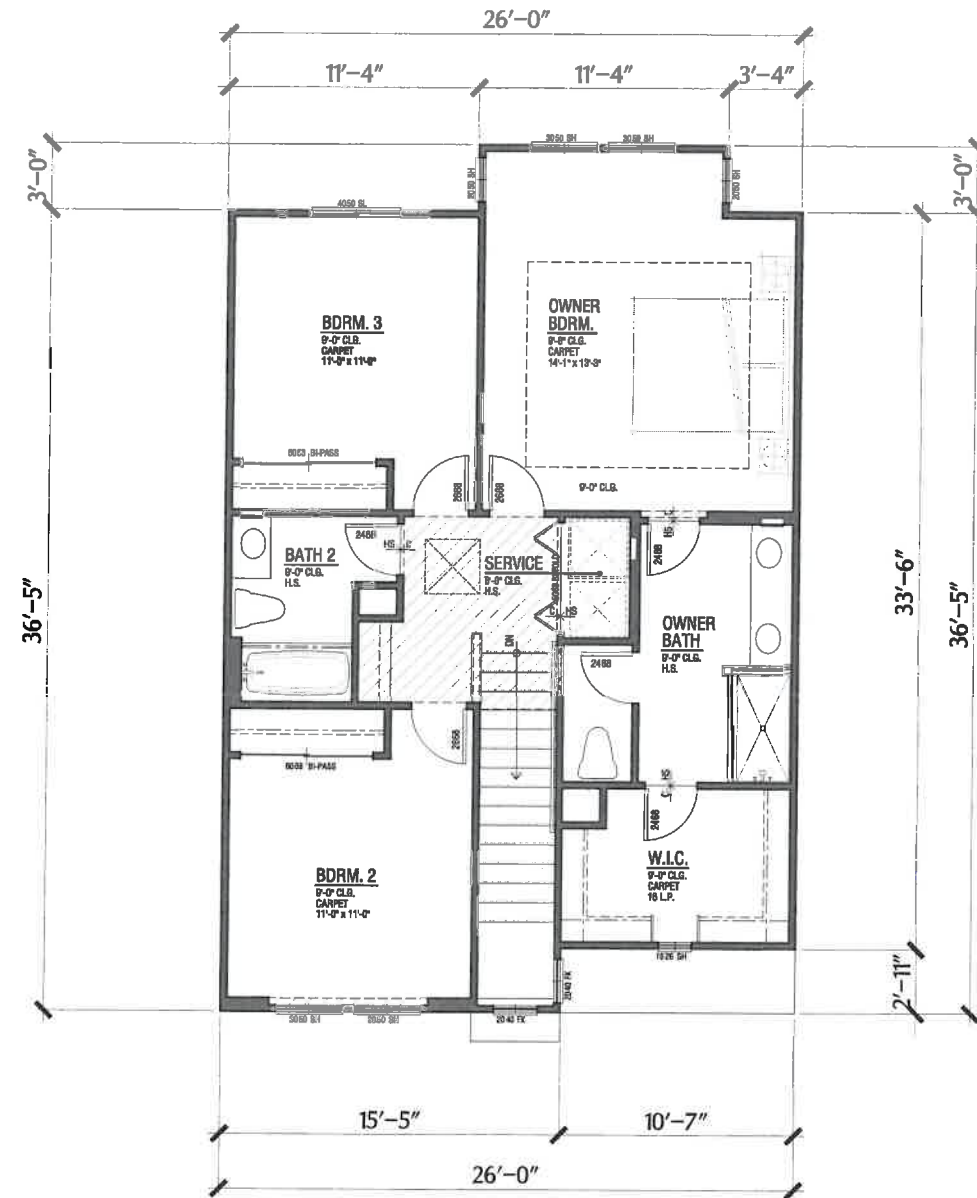


**WILLIAM HEZMALHALCH  
ARCHITECTS, INC.**  
5000 EXECUTIVE PARKWAY, SUITE 375 SAN RAMON, CA 94583-4210  
925 463 1700 fax 949 250 1529  
2850 REDHILL AVENUE, SUITE 200 SANTA ANA, CA 92705-5543  
949 250 0507 www.wharchitects.com fax 949 250 1529

March 28, 2014

**5.5**

2013427



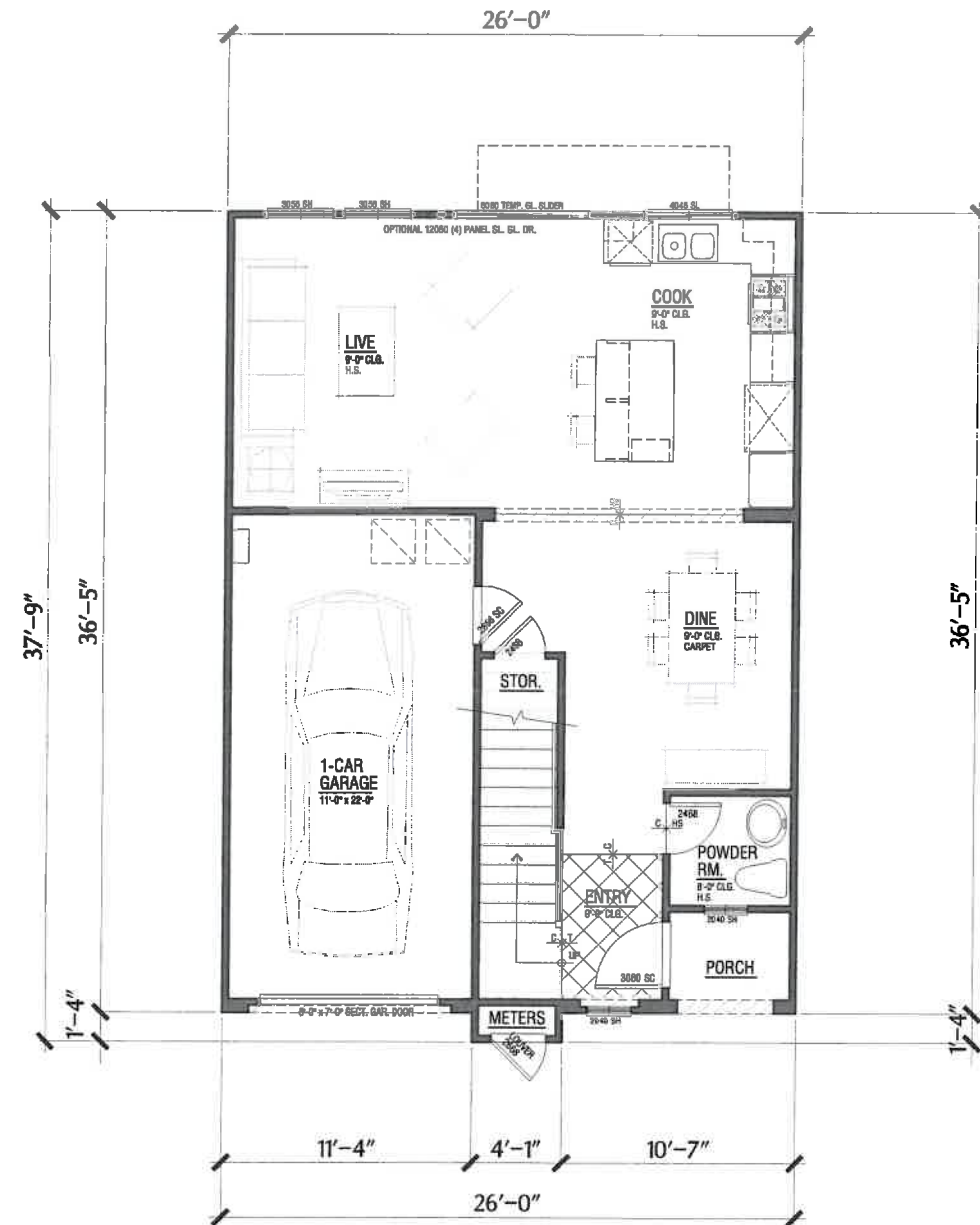
**Second Floor**

885 SF

## Unit A

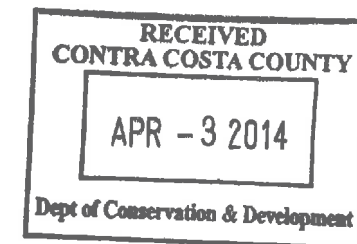
1,547 SF  
3 Bdrm/2.5 Ba  
1 Car Garage

**Westborough**  
Walnut Creek, CA  
Branagh Development



**First Floor**

662 SF



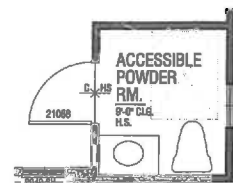
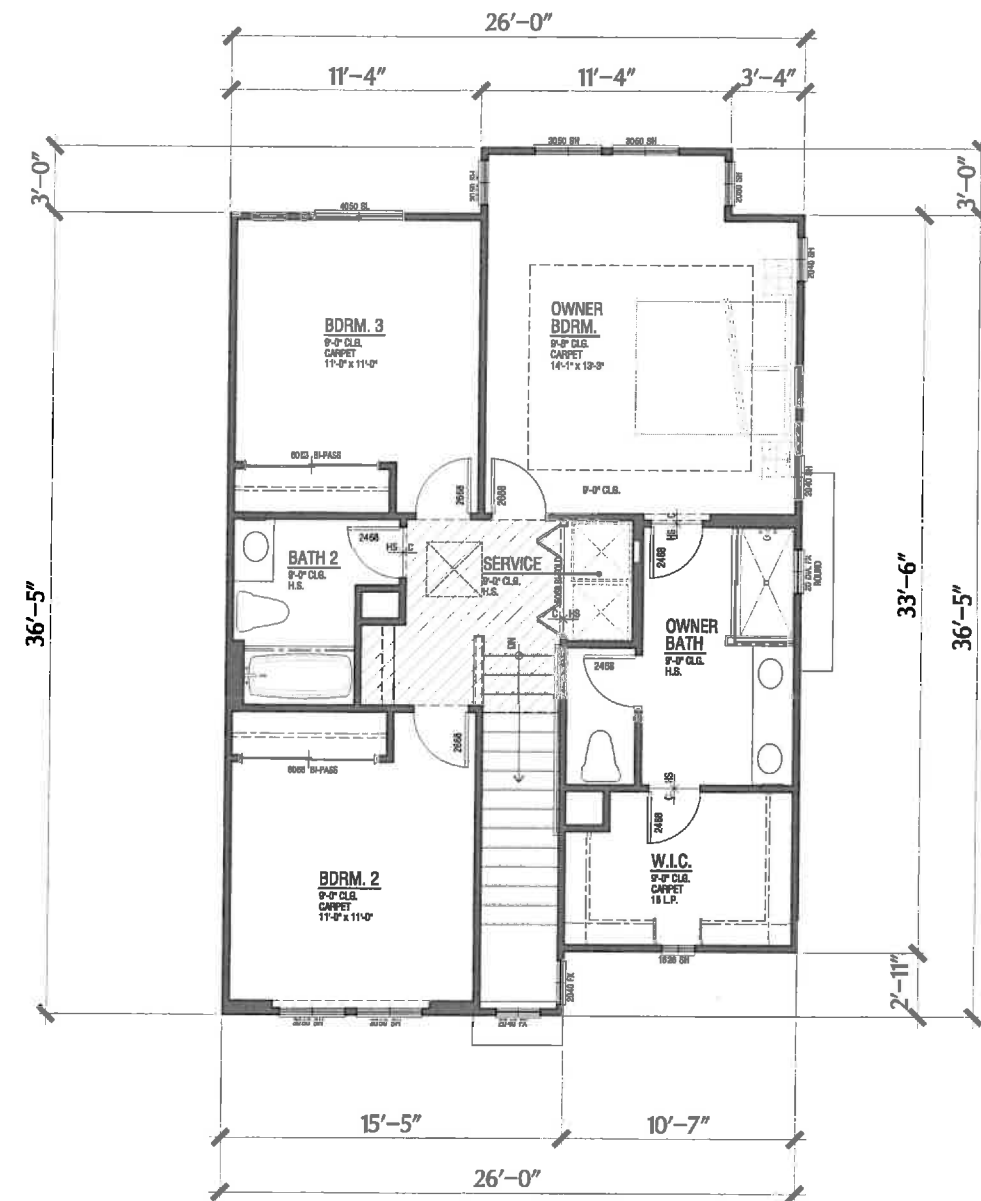
R214-3225  
S014-9376  
DP14-3018

**W**  
WILLIAM HEZMALHALCH  
ARCHITECTS INC.  
8000 EXECUTIVE PARKWAY SUITE 375 SAN RAMON CA 94583-4210  
925 483 1700 fax 949 250 1529  
2850 REDHILL AVENUE SUITE 200 SANTA ANA CA 92705-5543  
949 250 0807 www.wharchitects.com fax 949 250 1529

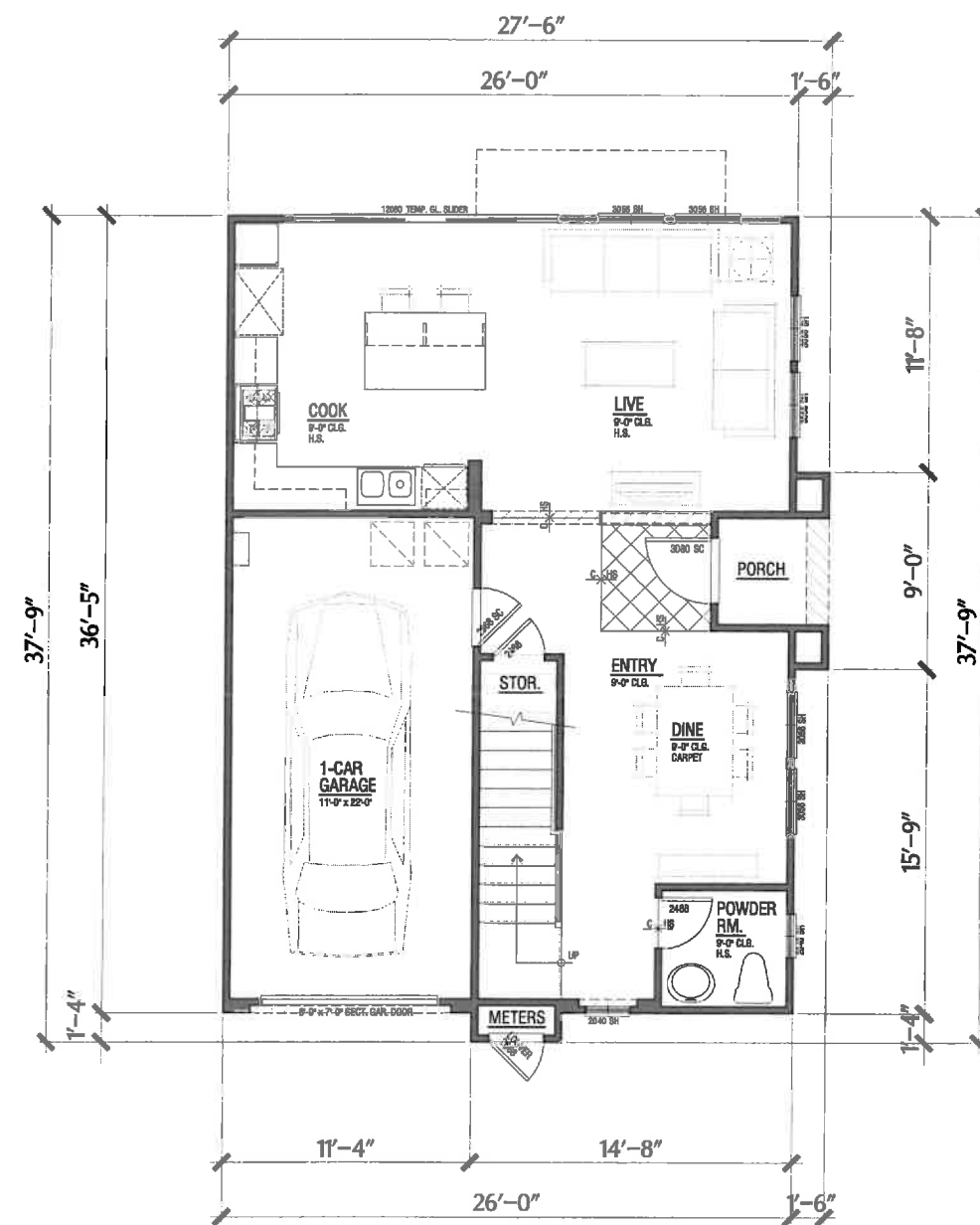
March 28, 2014
<b>1.1</b>
2013427



© 2012 WILLIAM HEZMALHALCH ARCHITECTS, INC.



## Unit B



# Westborough

Walnut Creek, CA  
Branagh Development



**WILLIAM HEZMALHALCH  
ARCHITECTS INC.**  
5000 EXECUTIVE PARKWAY SUITE 375 SAN RAMON CA 94583-4210  
925 485 1700 fax 949 250 1529  
2850 REDHILL AVENUE SUITE 200 SANTA ANA CA 92705-5543  
949 250 0607 [www.wharchitects.com](http://www.wharchitects.com) fax 949 250 1529

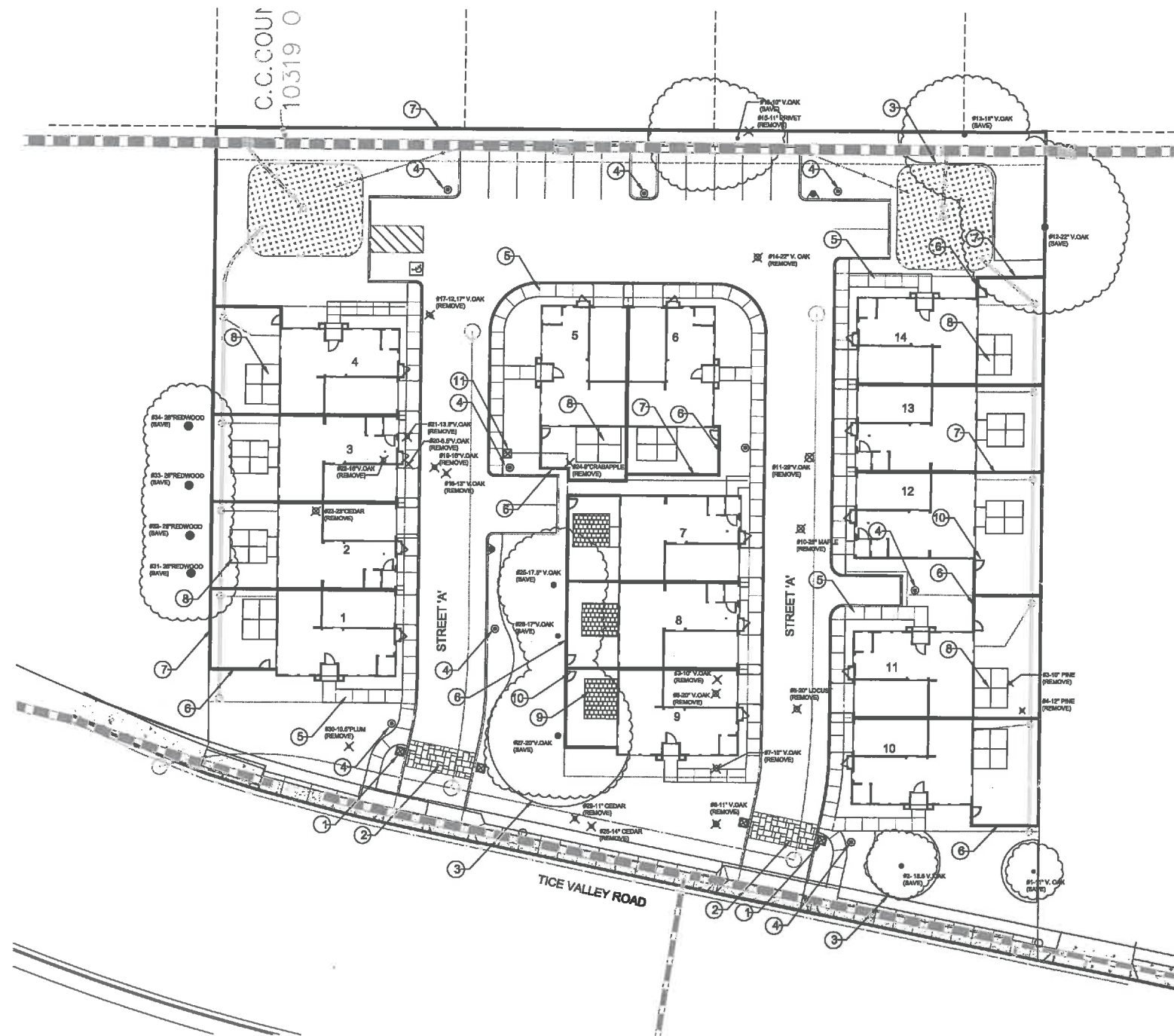
March 28, 2014

## 2.1

2013427

2013427 - Tice Valley Oaks - Walnut Creek, CA

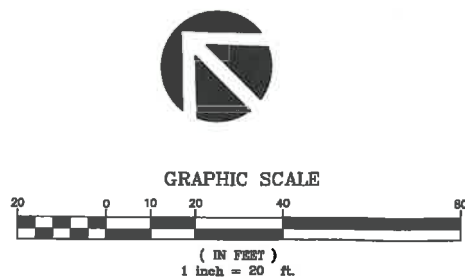




- SITE AMENITIES:**
- ① 42" BRICK ENTRY PILASTER (SEE DETAIL SHEET L-2)
  - ② DECORATIVE PAVING AT PROJECT ENTRIES
  - ③ HEADERBOARD TO CONTAIN TREE PROTECTION MULCH. SEE PLANTING PLAN FOR ADDITIONAL INFORMATION ON MULCH AND APPLICATION.
  - ④ BOLLARD LIGHT (SEE IMAGE SHEET L-2)
  - ⑤ TYPICAL CONCRETE WALK
  - ⑥ UPGRADED FENCING (SEE DETAIL SHEET L-2)
  - ⑦ PROPERTY LINE FENCE (SEE DETAIL SHEET L-2)
  - ⑧ TYPICAL CONCRETE PATIO
  - ⑨ DECORATIVE PERVIOUS PAVER FOR PATIOS WITHIN DRIP LINES OF OAKS
  - ⑩ TYPICAL 3'0" GATE TO MATCH ADJOINING FENCE
  - ⑪ CLUSTER MAILBOX (SEE IMAGE SHEET L-2)

RECEIVED  
CONTRA COSTA COUNTY  
APR - 3 2014  
Dept of Conservation & Development

R214-3225  
SD14-9376  
DP14-3018



REVISIONS


Thomas Bank & Associates, LLP  
Landscape Architects  
100 West Main Street, Suite 4  
Folsom, CA 95630  
TEL: 916.973.2583

**TICE VALLEY  
SUBDIVISIONS 9177**  
CONTRA COSTA COUNTY  
BRANAGH DEVELOPMENT

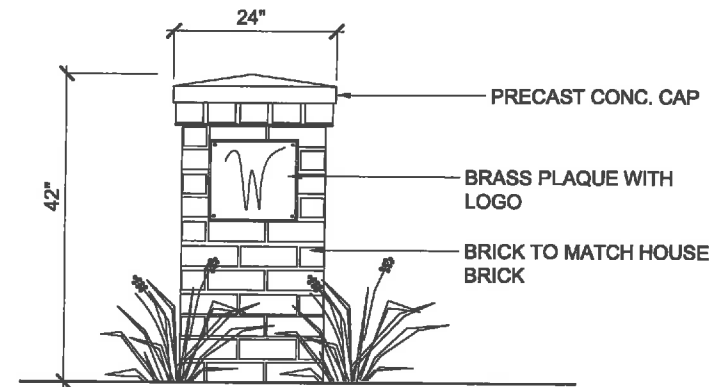
**AMENITIES  
PLAN**

DESIGNED:	DRAWN:
CHECKED:	JOB NO:
DATE 04-01-14	
SCALE	

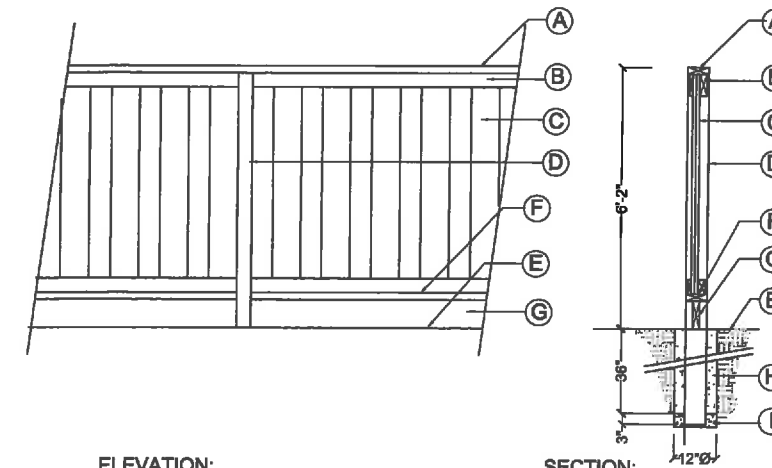
SHEET

L-1

of 4 SHEETS

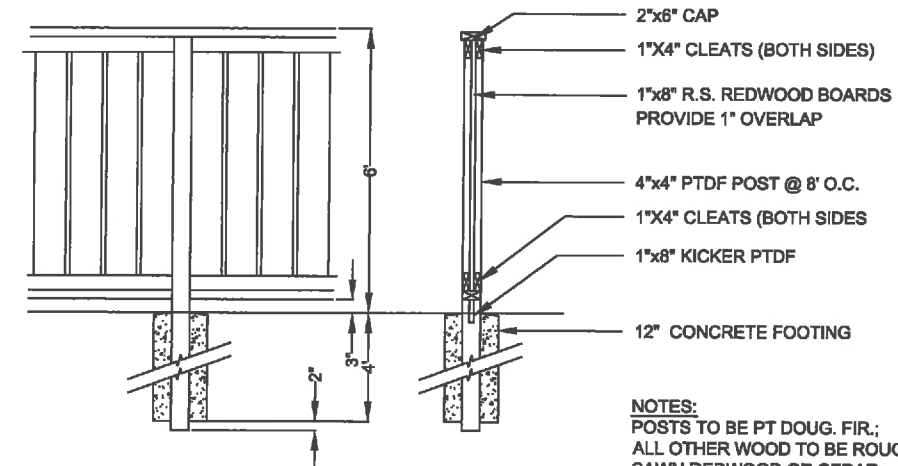


**BRICK PILASTER DETAIL**  
NO SCALE



**ELEVATION:**  
**UPGRADED WOOD FENCE**  
NO SCALE

- DESCRIPTION:**  
A - 2x6 RSDP CONTINUOUS CAP (HOLD LEVEL)  
B - 2x6 RSDP RAIL EXTERIOR SIDE 1x6 RSDP ON INTERIOR  
C - 1x6 RSDP VERTICAL BOARDS, OVERLAP 1"  
D - 6x6 PTDF POSTS AT 8 FT. SPACING (MAX).  
E - FINISH GRADE  
F - 2x6 RSDP BOTTOM RAILS  
G - 2x4 RSDP BOTTOM EXTERIOR RAIL, 1x4 ON INTERIOR  
H - 2x6 PTDF KICKER  
I - 18" DIAMETER x 36" DEEP CONCRETE FOOTING AT POSTS  
J - WOOD POSTS EXTEND 3" THRU BOTTOM OF CONCRETE FOOTING INTO 4" DEEP CLEAN SAND BASE
- NOTES:**  
1. ALL POSTS TO BE PRESSURE TREATED DOUGLAS FIR, ALL OTHER WOOD MEMBERS TO BE ROUGH SAWN DOUGLAS FIR.  
2. HOLD TOP RAILS LEVEL, STEP FENCE & ALTER PANEL WIDTH AS NECESSARY TO CONFORM TO GRADES.  
3. ALL METAL FASTENERS SHALL BE GALVANIZED.



**PROPERTY LINE FENCE DETAIL**

- NOTES:**  
POSTS TO BE PT DOUG. FIR;  
ALL OTHER WOOD TO BE ROUGH SAWN REDWOOD OR CEDAR.  
HOLD TOP RAIL LEVEL;  
STEP FENCE & ALTER PANEL WIDTH AS NECESSARY TO CONFORM TO GRADES.

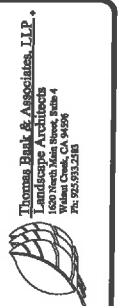


**CLUSTER MAILBOX UNIT**



**HADCO #OB361-LED 120V BOLLARD  
BLACK FINISH WITH OPAL PANELS  
CCT- WARM**

REVISIONS



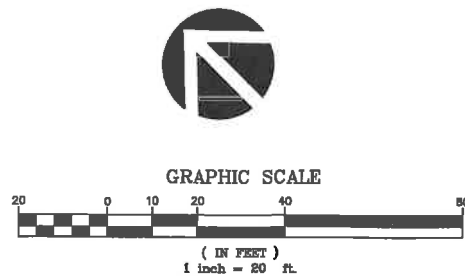
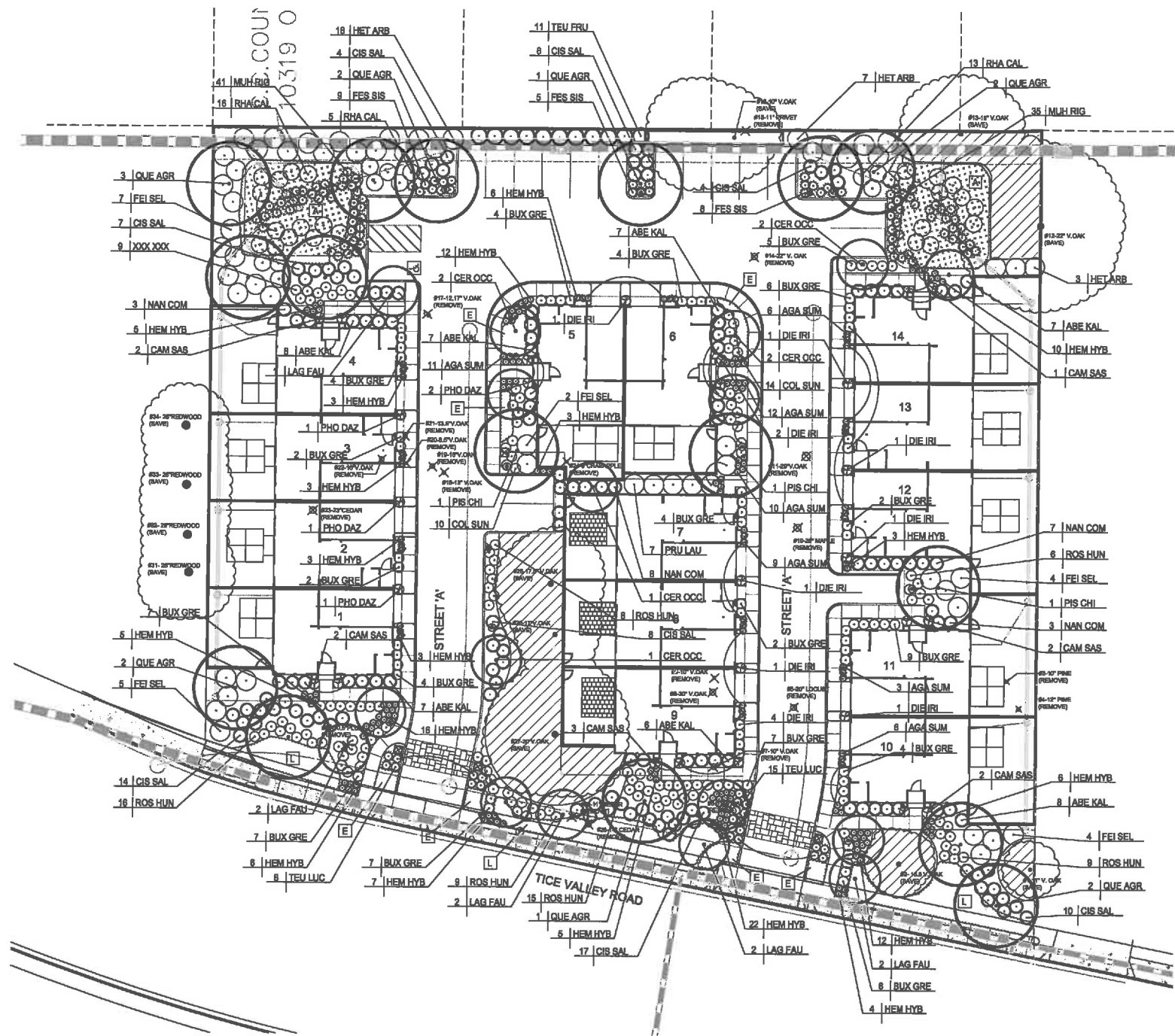
**TICE VALLEY  
SUBDIVISIONS 9177**  
CONTRA COSTA COUNTY  
BRANAGH DEVELOPMENT

**CUT-SHEETS  
DETAILS**

DESIGNED:	DRAWN:
CHECKED:	JOB NO.:
DATE:	SCALE:
04-01-14	

**L-2**  
SHEET  
OF 4 SHEETS





SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
TREES:				
CER OCC	CERCIS 'FOREST PANSY'	FOREST PANSY REDBUD	15 GA	LOW
LAG TUS	LAGERSTROMIA 'TONTON'	CRABE MYRTLE	15 GA	LOW
PIS CHI	PISTACHIA CHINENSIS	CHINESE PISTACHE	15 GA	LOW
QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	LOW
SHRUBS:				
ABE KAL	ABELIA 'KALIDESCOPE'	VARIATED ABELIA	5 GA	LOW
AGA SUM	AGAPANTHUS 'SUMMER GOLD'	DWARF VARIATED AGAPANTHA	1 GA	LOW
BUX GRE	BUXUS 'GREEN BEAUTY'	JAPANESE BOXWOOD	5 GA	LOW
CAM SAS	CAMELLIA S. 'YULETIDE'	HARDY CAMELLIA	5 GA	MED
CIS SAL	CISTUS SALVIFOLIUS 'PROSTRATUS'	SAGELEAF ROCKROSE	5 GA	LOW
COL SUN	COLEONEMA 'SUNSET GOLD'	DWARF BREATHE OF HEAVEN	5 GA	LOW
DIE IRI	DIETES IRIODODES	FORTNIGHT LILY	5 GA	LOW
FEI SEL	FEIJOA SELLOWIANA	PINEAPPLE GUAVA	5 GA	LOW
FES SIS	FESTUCA 'SISKIYOU BLUE'	CALIFORNIA FESCUE	1 GA	LOW
HEM HYB	HEMEROCALLIS 'LITTLE GREENIE'	EVERGREEN DWARF DAYLILY	1 GA	LOW
HET ARB	HETEROMELES ARBUTIFOLIA	TOYON	5 GA	LOW
MUH RIG	MUHLENBERGIA RIGENS	DEER GRASS	1 GA	LOW
NAN COM	NANDINA 'COMPACTA'	DWARF NANDINA	5 GA	LOW
PHO DAZ	PHORMIUM 'DUET'	DWARF FLAX	5 GA	LOW
PRU LAU	PRUNUS LAURACERASUS	ENGLISH LAUREL	5 GA	LOW
RHA CAL	RHAMNUS CALIFORNICA 'EVE CASE'	CALIFORNIA COFFEEBERRY	5 GA	LOW
ROS HUN	ROSEMARINUS 'HUNTINGTON BLUE'	DWARF ROSEMARY	1 GA	LOW
TEU COM	TEUCRIUM F. 'COMPACTUM'	GERMANDER	5 GA	LOW
TEU LUC	TEUCRIUM LUCRYDYS	DWARF GERMANDER	1 GA	LOW
GROUND COVER:				
A	ARCTOSTAPHYLOS 'EMERALD CARPET'	MANZANITA	1 GA@ 30" OC.	LOW
E	ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY	1 GA@ 24" OC.	LOW
L	LANTANA MONTEVIDENSIS	LAVENDER LANTANA	1 GA@ 30" OC.	LOW

Recommendations for Tree Protection During Construction (Print on Site Plans)

Design Phase

- Adjust drainage line along NW fence line adjacent to neighbors redwoods further from trees so at least 15' from trees and outside Indicated Tree Protection Zone "TPZ".
- Adjust Storm drain tie-in point, from bio-swale at N/E corner, so tie-in is near dripline of tree #13 instead of at base of trunk.

Pre Construction Phase

- Remove trees #s 3-11, 14-24, 28, 29, & 30.
- Mulch produced from tree removals shall be spread out to a depth of 4" under driplines of trees to be saved - #s 1, 2, 12, 13, 25, 26, 27, 31, 32, 33, & 34.
- Prune trees to be saved to clean crowns of deadwood only. All pruning shall be performed by WCDIA Certified Tree Workers under the direction of Project Arborist "PA". Work to be performed to ISA & ANSI pruning and safety standards.
- Establish a Tree Protection Zone "TPZ", by encompassing trees to be saved with 6' chain-link fencing firmly attached to metal posts on 6' spacing. Locate protection fencing per noted on Tree Inventory Map and with PA's assistance.
- Pending soil moisture, recommend irrigating TPZ's to a depth of 18" prior to any construction. Keep moisture at least 6' back from trunks. Soil moisture to be monitored monthly by PA.

Construction Phase

- TPZ's shall remain clean and void of any construction materials and debris.
- TPZ encroachment shall not be allowed without consulting with PA.
- Recommend monthly visits by PA to make sure soil moisture is appropriate under trees, and that tree protection measures are being adhered to.
- Any clearance pruning desired or needed shall be discussed with, and specified by the PA.
- Excavation under tree #12 & 13 for the bio-swale shall require having crew meet with PA to discuss root preservation. Excavation shall be hand dug to protect roots >2" in diameter. Bio-swale backfill material shall be placed around roots allowing their preservation.
- Trenching for utilities, drainage, or any other purpose that is to occur under driplines, shall require having the PA meet with crew on site prior to commencing with work.
- Tree protection fencing shall not be removed until construction is completed and the PA has released its removal.

Landscaping Phase

- Landscape contractor shall meet with Project Arborist prior to installation to go over tree protection measures.
- No hardscape, trenching, fill or out work, shall be allowed within the tree protection zones.
- Keep all irrigation, and landscaping a minimum of 10 ft. back from the native oaks. Avoid turf and high water requirement plant material within driplines of oaks.
- Avoid operating equipment within in tree protection zones.
- Fence installation within driplines shall discussed with PA prior to installation. Careful hand digging for posts within 10' of tree trunks shall be required to allow post adjustment if large (>2") roots are encountered.

IRRIGATION NOTES:

- IRRIGATION TO BE A LOW FLOW WATER CONSERVING BELOW GRADE DRIP TYPE SYSTEM.
- IRRIGATION CONTROLLER TO BE A WEATHER-BASED 'SMART- CONTROLLER
- PLANT MATERIALS AND IRRIGATION SHALL COMPLY WITH COUNTY WATER CONSERVATION GUIDELINES.

REFER TO L-4 FOR PLANTING NOTES AND DETAILS

REVISIONS

Thomas Bank & Associates, LLP  
Landscape Architects  
1600 North Main Street, Suite 4  
Palo Alto, CA 94301  
Tel: 650.952.2344



TICE VALLEY  
SUBDIVISIONS 9177  
CONTRA COSTA COUNTY  
BRANAGH DEVELOPMENT

PLANTING  
PLAN

DESIGNED: DRAWN:  
CHECKED: JOB NO.:  
DATE:  
04-01-14  
SCALE:

SHEET

L-3

OF 4 SHEETS

PLANTING NOTES

GENERAL NOTES: The Landscape Contractor shall inspect the site and be familiar with all existing site conditions prior to submitting his bid. Contractor shall not willfully proceed with construction as shown when it is obvious that obstructions, landscape area and/or grade differences exist that may not have been known during design. such conditions shall immediately be brought to the attention of the Landscape Architect. The contractor shall assume full responsibility for all necessary revisions due to failure to give such notification. Contractor shall be responsible for making himself familiar with all underground utilities, pipes, structures and obstructions. Contractor shall take sole responsibility for all costs incurred due to damage and/or replacement of these items. Contractor shall be responsible for coordination between trades and subcontractors as required to accomplish landscape operations. The Landscape Contractor shall be responsible for any damage to existing facilities caused by or during the performance of his work. All repairs shall be made at no cost to the Owner. Planting shall be installed in conformance with all applicable local codes and ordinances by experienced workmen and a licensed Landscape Contractor who shall obtain all necessary permits and pay all required fees.

SOIL PREPARATION: The Landscape Contractor shall be responsible for finish grading and all planting area drainage. Positive drainage away from the building as per city codes shall be maintained. No low spots which hold standing water will be accepted. The Landscape Contractor shall incorporate soil preparation amendment into planting areas as noted below. Where rototilling is not possible, incorporate soil amendments into top 6 inches with hand tools. After installation of irrigation system, all planting areas are to be fine graded to within 2 inches and slightly mounded away from edges of top of planter, curb, walk, header, etc. and raked smooth with all rocks and debris over 1 inch in diameter removed.

SOIL PREPARATION AMENDMENTS AND BACKFILL MIX The Landscape Contractor shall amend existing soil, by rototilling, 6 cu. yd. BFI 'Super Humus' compost and 15 lbs. organic balanced fertilizer 'Phyta-Boost' (7-1-2) per 1,000 sq. ft. available from California Organics or equal into the top 6 inches of soil in all planting areas. (or equal) Pit Planting Mix: for trees and shrubs mix 1/3 organic amendment, 2/3 amended topsoil as noted above.

TREE PLANTING: The trees are to be planted as per detail on plan. Trees shall typically be located a minimum of 4 feet from curbs, walks, headers, buildings, overheads, and other trees within the project. backfill shall be the 'Pit Planting Mix' as noted above. All trees shall receive organic fertilizer 'Phyta boost' 7-1-2 avail. from California Fertilizer Company Inc.(or equal) for 15 gallon trees: 1 cup, for 5 gallon trees and shrubs: 1/2 cup. Thoroughly water trees immediately after planting.

ROOT BARRIERS: All trees planted within 5' of a paved surface shall receive a linear type root barrier 18" deep and 10' long centered on the tree trunk. (See detail)

SHRUB PLANTING: The shrubs shall be spotted as per plan and the locations approved prior to the digging of the holes. Shrub backfill shall be the 'Pit Planting Mix' as noted in 'Backfill soil mixes'. All shrubs shall receive 'Phyta-Boost' 7-1-2 organic fertilizer avail from California Fertilizer Company Inc.(or equal) at the following rates: For 5 gallon shrubs:1/2 cup for, 1 gallon shrubs:1/4 cup. Thoroughly water shrubs immediately after planting. Do not plant any plant within 2'0" of any building wall.

MULCHING: Mulch all planting areas, excluding lawn, having a slope less than 2:1 with a 3 inch minimum depth of recycled wood fiber, UV stabilized,dyed-colorfast black with a PH of no higher than 5.0. and free of noxious weeds and foreign materials. #135 Black Chip from 'Re-User Inc.' or approved equal.

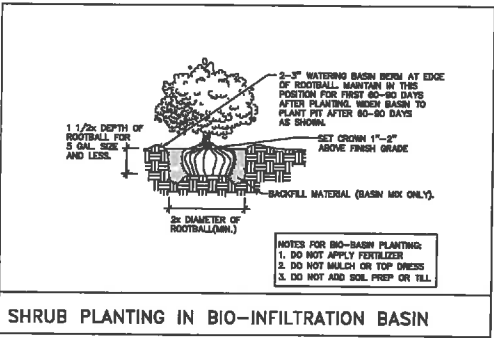
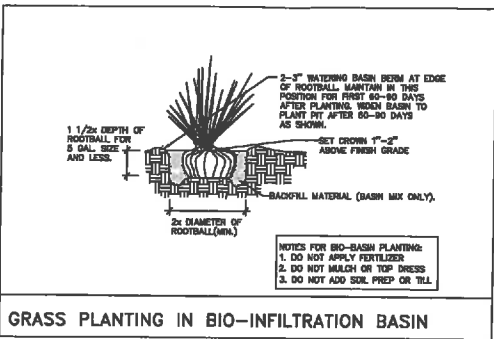
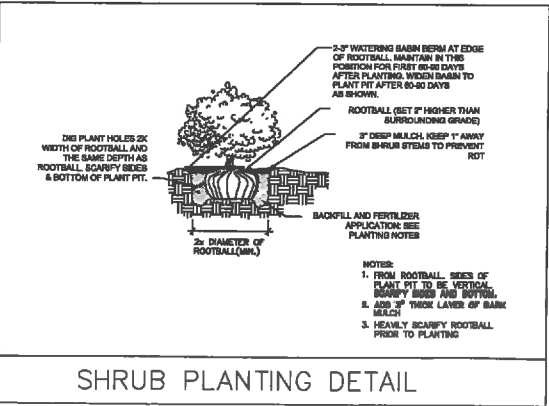
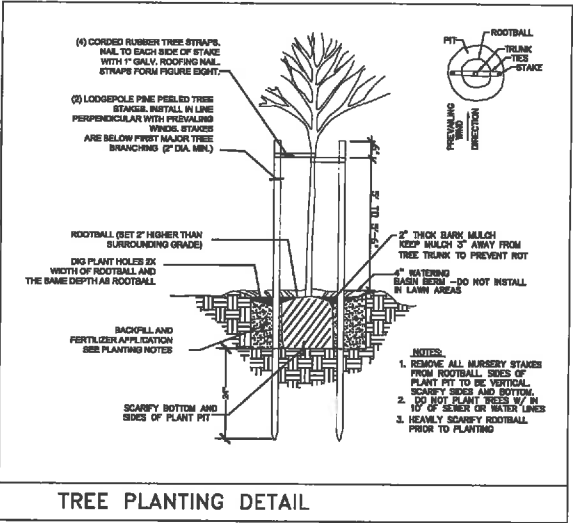
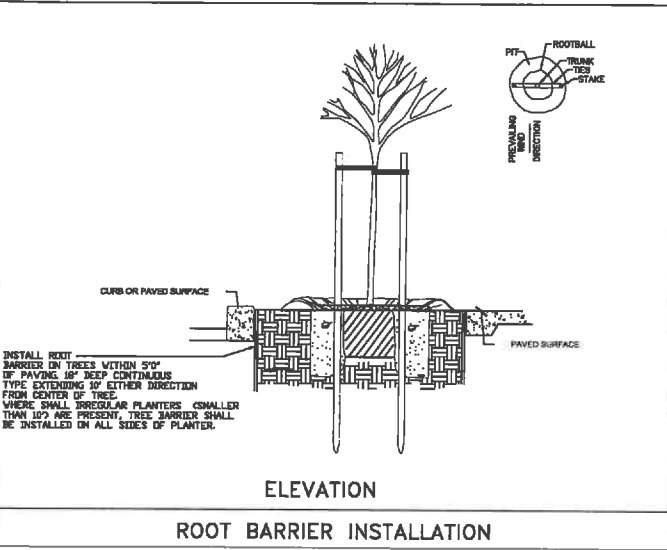
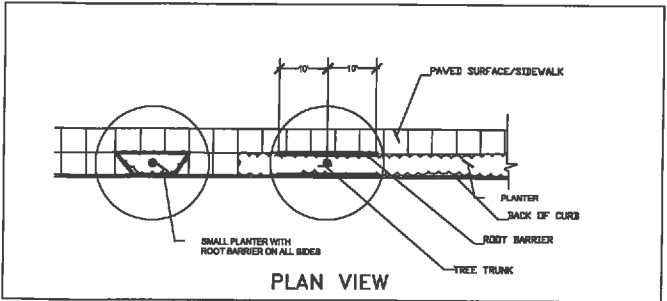
MAINTENANCE: The Contractor shall maintain the project for 90 days (or as requested by owner) following the approval to begin the maintenance period. During the entire maintenance period, watering, cultivating, weeding, mowing, repair/tightening of stakes and ties, restoration of basins, provision of supplemental water by hand in addition to Irrigation system as necessary. No pre-emergence herbicides shall be applied- hand remove weeds. Only organic fertilizers shall be applied such as those specified above. Install per manufacturer's recommendations. At the end of the 90 day maintenance period all areas are to be weed free and all plant material is to be in a healthy, thriving condition. Integrated pest management practices shall be implemented.

SUBSTITUTIONS: Requests for substitutions of plant varieties shall be made to the Landscape Architect within 15 days after signing of contract.

GUARANTEE: All construction, trees and shrubs by the Landscape Contractor and/or his subcontractors shall be guaranteed for (1) one year after beginning of maintenance period. The contractor shall replace, at no expense to the Owner, any and all landscape materials that are in an unacceptable condition for time of use, and trees or shrubs that are dead or not in a vigorous, healthy growing condition; within two weeks of notification of such condition. Replacement shall be of the same kind and size as the originally specified item and shall be replaced as originally described on the drawings. The Contractor shall not be held liable for loss of plant materials during the guarantee period due to vandalism, accidental causes or acts of neglect by others than the Contractor, his agents and employees.

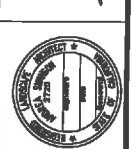
CLEAN UP: At the end of each work day, at the inspection for substantial completion and before acceptance of project, clean paved areas that are dirtied or stained by construction operations, by sweeping or washing, and remove defacements and stains. Remove construction equipment, excess materials and tools. Haul from Owners property the debris resulting from construction, and dispose of legally. Remove remaining temporary protection at time of acceptance by Owner unless otherwise agreed.

FERTILIZERS: Available California Fertilizers Company Inc. 1-800-269-5690 www.organicag.com  
www.californiaorganicfertilizers.com. Compost available from BFI 408-888-7632 www.bfi.com



REVISIONS


Thomas Bank & Associates, L.L.P.  
Landscape Architects  
160 North Main Street, Suite 4  
P.O. Box 1000  
Petaluma, CA 94952  
Tel: 707.771.2500



TICE VALLEY  
SUBDIVISIONS 9177  
CONTRA COSTA COUNTY  
BRANAGH DEVELOPMENT

PLANTING NOTES  
AND DETAILS

DESIGNED:	DATE:
CHECKED:	JOB NO.:
04-01-14	
SCALE:	

SHEET  
L-4  
of 4 SHEETS



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Interim Director, Conservation & Development Department  
Date: January 13, 2015

Subject: Stone Valley Center Rezoning from PNB- S2 to RB- S2 Alamo, County File #RZ14-3227

---

**RECOMMENDATION(S):**

A. OPEN the public hearing and receive testimony on the project;

B. CLOSE the public hearing;

C. FIND that on the basis of the whole record before the County (including the Initial Study and any comments that may have been received) that there is no substantial evidence that the project will have a significant effect on the environment, and that the October 2, 2014, Negative Declaration prepared for this project reflects the County's independent judgment and analysis;

D. ADOPT the Negative Declaration for the purposes of satisfying this project's compliance with the California Environmental Quality Act;

E. ADOPT the findings contained in County Planning Commission Resolution No. 16-2014 as the basis for the Board's approval;

F. ADOPT Ordinance No. 2015-02 rezoning that portion of the subject property currently zoned Planned Neighborhood Business District and S-2 Sign Control Combining District (P-N-B, -S-2) to Retail Business District (R-B) and -S-2 giving effect to the aforementioned Rezoning.

F. DIRECT Department of Conservation and Development staff to file a Notice of Determination with

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

Contact: Francisco Avila, (925)  
674-7801

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Chris Howard - DCD/GIS

## RECOMMENDATION(S): (CONT'D)

the County Clerk.

## FISCAL IMPACT:

1. None. All County costs are recovered through payment of application processing fees by the project applicant.

## BACKGROUND:

### Proposed Project

The subject site consists of three contiguous properties totaling 6.18 acres. Currently, the project area includes three distinctly different zoning designations: Planned Neighborhood Business District (P-N-B), S-2 Sign Control Combining District (-S-2) and Single-Family Residential District (R-20). The applicant is requesting to rezone only that portion of the site zoned Planned Neighborhood Business District (P-N-B, -S-2) to Retail Business District (R-B, -S-2). No physical development is associated with this rezoning application.

### Site/Area Description

The subject site is located at the northeast corner of the Stone Valley Road/Danville Boulevard intersection in Alamo. The site consists of three parcels, Assessor's parcel numbers: 1) 192-081-004= 3.49 acres, 2) 192-071-064= 2.12 acres and 3) 192-071-030= 0.57 acres. All three parcels are developed with the Stone Valley Center's retail shops and parking, with the exception of parcel #192-081-004, which also contains a significant flood drainage channel.

Parcels in the vicinity range in size from 0.1 acres to over 13 acres and tend to be developed with retail business and/or residential uses. The site is surrounded by properties zoned Planned Unit District (residential), Retail Business District, and Single-Family Residential District. Much of this commercial corridor incorporates the -S-2 Sign Control Combining District as an overlay district. Generally, the area is characterized by smaller office buildings and shops along Danville Boulevard while being surrounded by residential properties along the periphery.

### Appropriateness of Proposed Rezone

#### *Background on Rezoning at the Stone Valley Center*

In 1965, the subject site was rezoned from Transition Residential Agricultural District and Multiple-Family Residential District to Planned Neighborhood Business District (P-N-B). As the site was uniquely situated at a prominent intersection, as well as, the fact that a Shell service station had already been built at the same corner, Safeway Stores Inc. along with the property owners gained County approval to develop the site with the subject retail shopping center. Over the years minor modifications to the property such as the addition of a drive-through espresso hut within the complex have been approved by the County. Currently, the shopping center includes twelve tenants such as CVS pharmacy, a dry cleaners and a Subway deli.

In 1987, the County initiated a rezoning of the property to the Neighborhood Business District (N-B) from the current P-N-B zoning district. That effort was met with community opposition and the rezoning effort was withdrawn; however all other P-N-B zoning districts in the County were successfully eliminated. At that time, the community argued a more restrictive zoning designation was appropriate for the site due to the shopping center's proximity to the adjacent residential neighborhood. Although the proposed R-B zoning district allows a broader range of potential uses, both zoning districts require County approval of a development plan and in some cases the R-B zoning district requires a development plan/land use permit combination prior to development.

In early 2014, the property owner contacted County staff inquiring whether a farmers market (limited number of Sundays only) would be an allowable use at the parking lot of this site. As the P-N-B zoning does not allow outdoor uses, staff was unable to support the request. As a result, the property owner began to inquire as to what

steps were necessary to rezone the site to the R-B district which allows outdoor uses upon issuance of a land use permit. This rezoning application is a result of the limitations the P-N-B zoning district places on the subject property.

### *Existing Zoning Conditions*

The parcel is zoned a combination of P-N-B, -S-2 and R-20. As the western portion of the property has been developed with the subject shopping center, the zoning for that portion of the property is P-N-B and -S-2. The -S-2 district (Sign Control Combining District) is intended to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, quality of materials, location and maintenance of all signs and sign structures. No changes to the -S-2 zoning for this site are proposed with this application.

The southeastern portion of the site (parcel 1) is zoned a combination of P-N-B and R-20. The R-20 district establishes the development standards for single-family homes and other uses allowed within this zoning district. However, this R-20 portion of the site overlays the flood control channel (Assessor's maps with easement boundaries are attached for reference). This rezoning application is only for the portion of the property that is zoned P-N-B. Thus, the area zoned R-20 (i.e. the flood control channel) will not be affected by the County's actions related to this rezoning application.

### *Comparison of Existing and Proposed Zoning Designations*

Uses allowed in the P-N-B district are those allowed in both the R-B and Neighborhood Business District (N-B) (text of P-N-B, R-B and N-B are attached), except that the following are not allowed:

1. Residential uses including hotels and motels, except living accommodations of an accessory nature;
2. Non-accessory signs;
3. Roof signs, except gasoline service station signs attached to pump islands or pump island canopies;
4. Cabinet shops, animal hospitals or kennels, animal or poultry husbandry, granaries, dehydration plants, wineries, canneries, agricultural warehouses, sheet metal shops, pawn shops, mortuaries, cemeteries, or crematoriums, and lumber yards; and
5. Those business uses which are not maintained and conducted wholly within enclosed buildings.

The primary land uses in the R-B district are generally community based services such as dry cleaners, restaurants and other residentially compatible uses. As the subject property is clearly located within Alamo's commercial downtown area, and provides such community based services, the rezoning will result in the property being consistent with other R-B zoned properties in the immediate vicinity.

The P-N-B zoning does not allow outdoor uses of any type, such as farmers markets and outdoor seating, while the R-B district allows outdoor uses upon approval of a land use permit. To reiterate, outdoor uses such as contractor's yards, cabinet shops and lumber yards would require a land use permit from the County. It is most reasonable to expect that the owner may request and receive approval for low-intensity uses such as outdoor seating for restaurants during summer months and farmers markets during harvest season.

Staff has prepared a comparison of the development standards of the P-N-B and R-B districts. That comparison is attached as Table 1 in the staff report to the Planning Commission. A major similarity is that both zoning districts require approval of a development plan application prior to developing a particular site. It is that review process that allows County decision makers and the public alike (public comment/appeal process) to determine what uses are appropriate for the subject site. Therefore, given that both zoning districts are intended to allow neighborhood service oriented businesses, and the fact that the County has eliminated all other P-N-B zoning districts, the P-N-B zoning is no longer necessary or appropriate for this site.

### General Plan Consistency

#### *Land Use Element - Land Use Designation*

The subject property is designated a combination of Commercial (CO) and Single-Family Residential-Low Density (SL). The SL portion of the site covers the flood control channel and does not impact the retail portion of the site which is entirely designated as CO. Table 3-5 of the County's 2005-2020 General Plan (Consistency Between the General Plan and the Zoning Ordinance - attached) outlines which specific zoning districts are consistent with each General Plan designation, and those which might be considered consistent with the Plan category, depending on the particular use. As indicated within the table, the General Plan designation of CO is consistent with the R-B zoning district. As such, the CO designation allows for a broad range of commercial uses typically found in smaller scale neighborhood, community and thoroughfare commercial districts, including retail and personal service facilities, limited office, and financial uses. Therefore, the County Planning Commission has found that the proposed R-B zoning is appropriate for this particular site (Resolution 16-2014, attached).

#### County Planning Commission Hearing

On November 18, 2014, the proposed rezoning application was heard by the County Planning Commission. The Planning Commission opened the public hearing whereat the applicant provided some background and a description of the project, in addition to providing responses to questions presented by the Commission. Several members of the public attended the hearing and wanted clarification regarding the exact portion of the property to be rezoned. Staff confirmed that the flood control channel located within the R-20 zoning district portion of the site was not part of this application. After receiving no other public comments the Planning Commission closed the public hearing. After closing the public hearing, the Planning Commission discussed various aspects of the application such as the fact that both the P-N-B and R-B zoning districts require equivalent levels of discretionary review prior to development. At the conclusion of the discussion, the Planning Commission voted unanimously to recommend that the Board of Supervisors approve the rezoning application.

#### Conclusion

The subject property was initially zoned Multiple Residential and Transition Residential Agricultural District and rezoned to the current P-N-B zoning to allow the establishment of the existing retail shopping center at the site nearly 50 years ago. The P-N-B zoning district is antiquated and is no longer utilized within the County. Given that the proposed R-B zoning district requires an equivalent level of County review, the proposed R-B zoning is preferable because it allows a wider array of uses such as outdoor uses (e.g. farmer's market) desired by the property owner. Therefore, the County Planning Commission has recommended that the Board of Supervisors adopt the Negative Declaration for the project and approve County File #RZ14-3227 to rezone the portion of the property zoned P-N-B/-S-2 to R-B/-S-2.

#### CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors denies the application, then the zoning district for the subject property would remain P-N-B and -S-2.

#### CHILDREN'S IMPACT STATEMENT:

No impact.

#### ATTACHMENTS

General Plan Map

Existing Zoning Map

Aerial Photo

Assessor's Maps

Ordinance Map #2015-02

CPC Resolution #16-2014

CPC Approved COA's

CPC Staff Report

Initial Study - CEQA

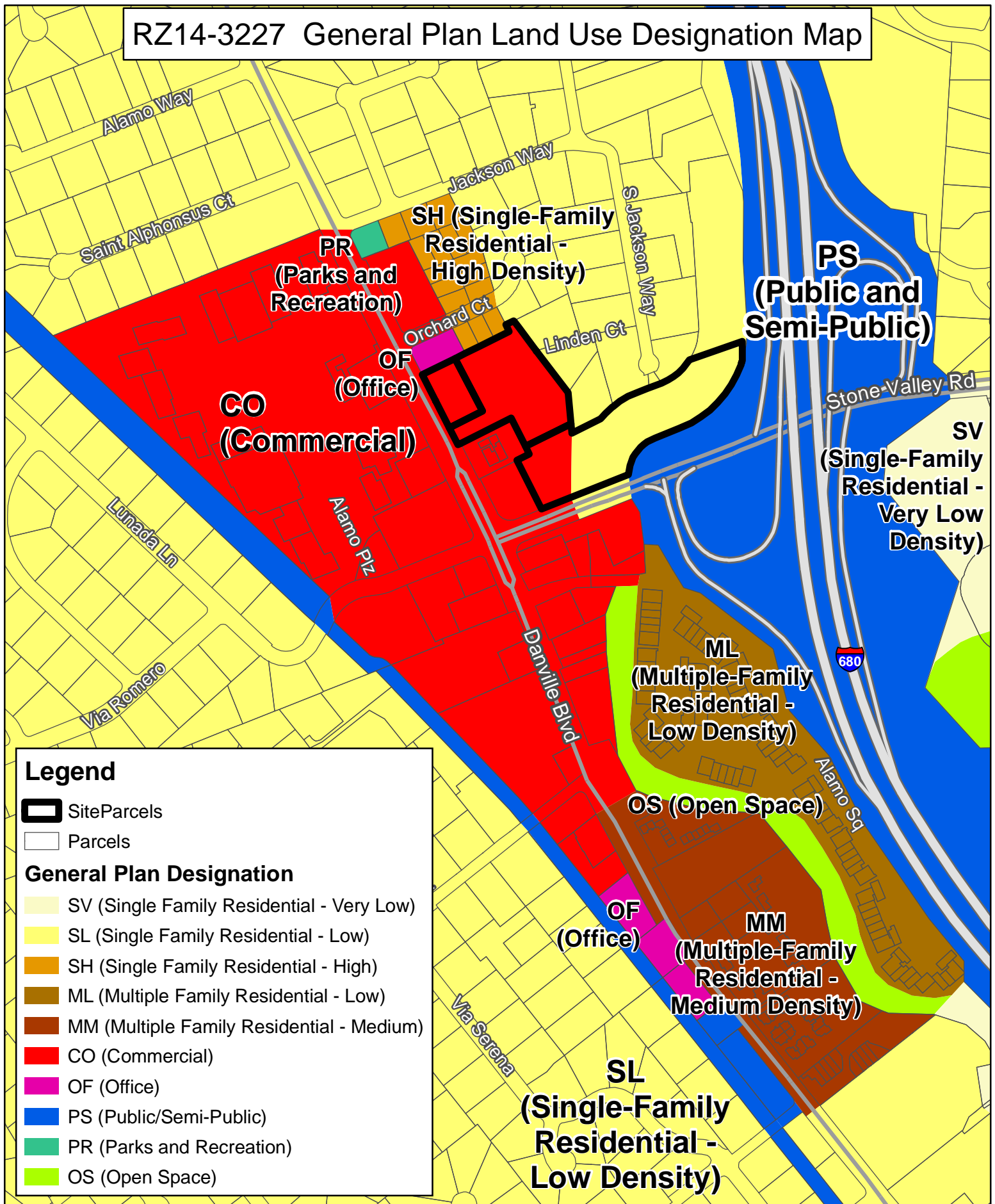
P-N-B, R-B, and N-B Ordinance References

Table 1. - Ordinance Comparison

Table 3-5, General Plan and Zoning Consistency



# RZ14-3227 General Plan Land Use Designation Map



0 185 370 740 Feet

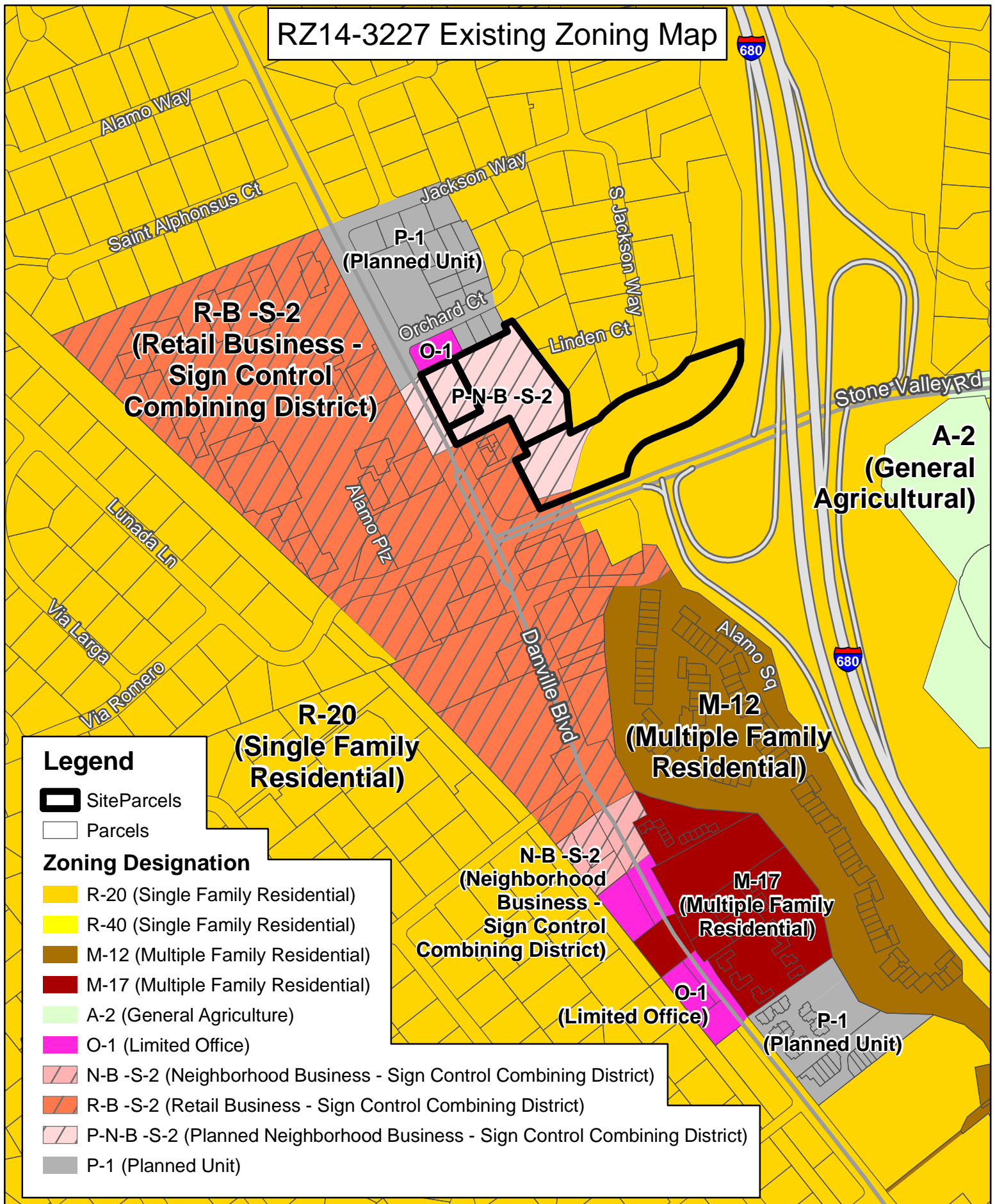
Map Created 12/17/2014  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.





# RZ14-3227 Existing Zoning Map



0 190 380 760 Feet

Map Created 12/17/2014  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.





# RZ14-3227 Aerial Photo (2011)



## Legend

- SiteParcels
- Parcels



0 187.5 375 750 Feet

Map Created 12/17/2014  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

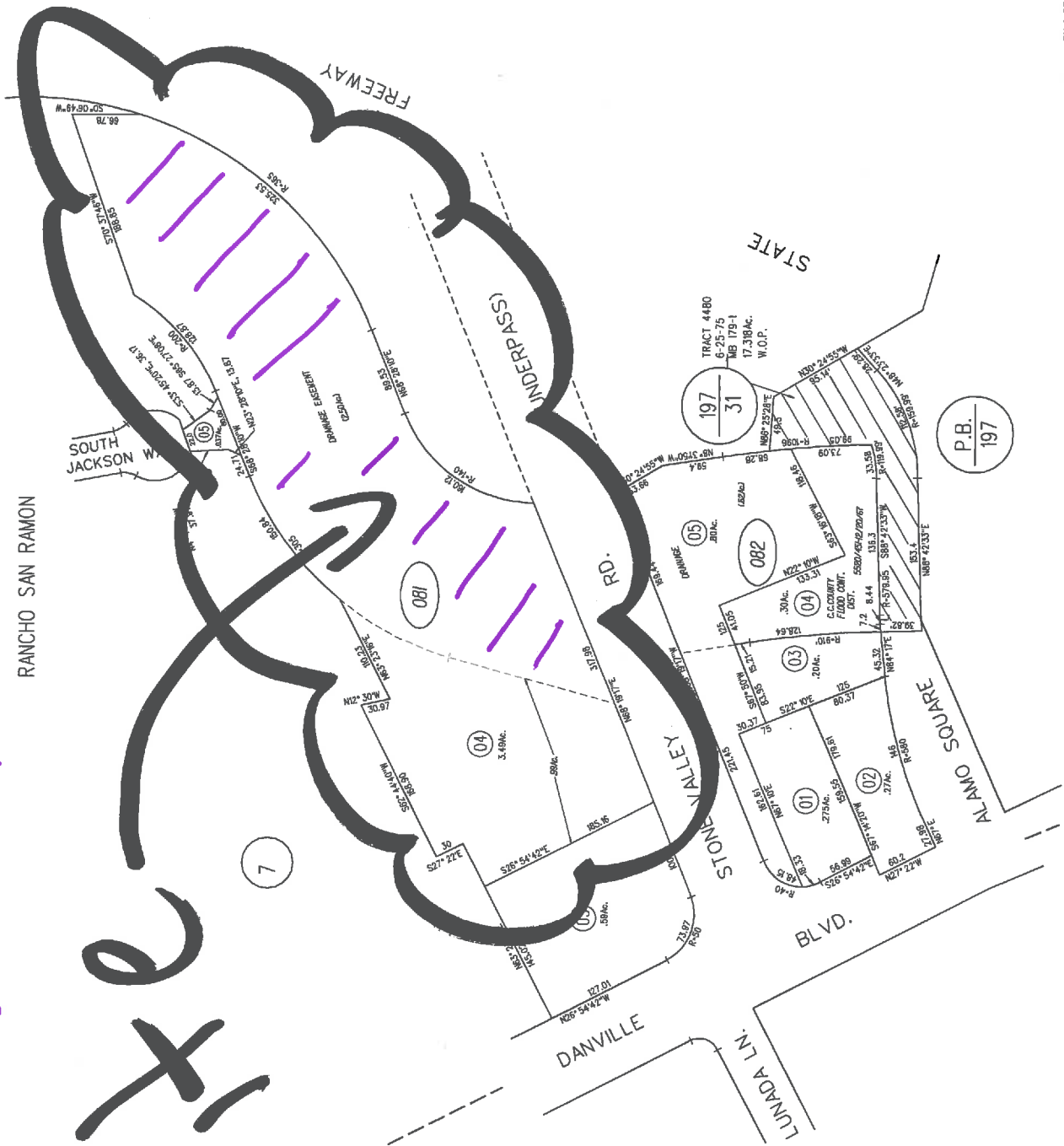






= Drainage Easement

Site



RANCHO SAN RAMON

SOUTH JACKSON WAY

FREEWAY

UNDERPASS

RD.

STONY VALLEY

DANVILLE

LUNADA LN.

BLVD.

ALAMO SQUARE

STATE

TRACT 4480  
6-25-75  
MG 179-1  
17.38AC.  
W.O.P.

197  
31

082

04

03

02

01

05

06

07

08

09

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

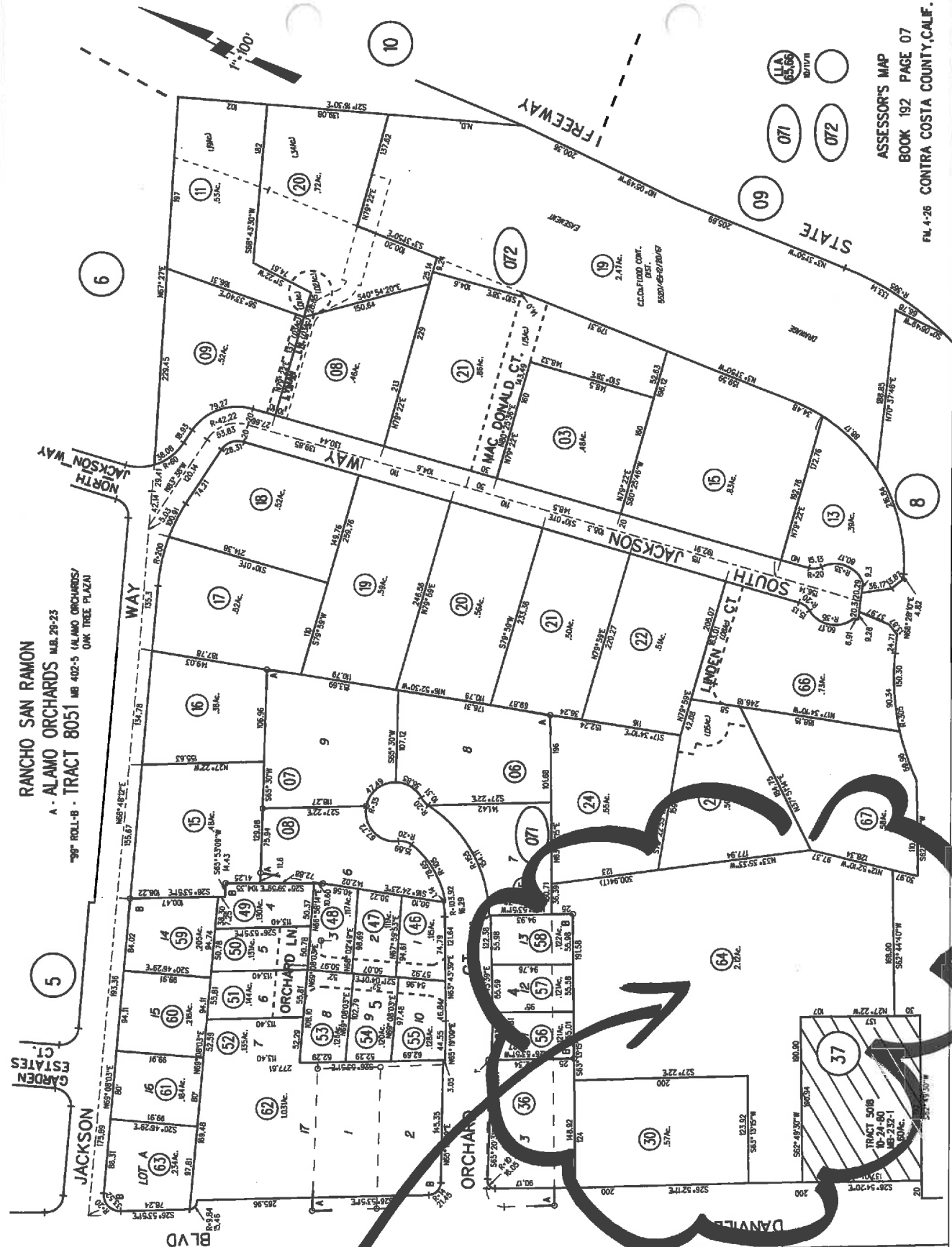
293

294

295

296

RANCHO SAN RAMON  
A - ALAMO ORCHARDS M.B. 20-23  
"90" ROLL-B - TRACT 8051 M.B. 402-5 (ALAMO ORCHARDS/  
OAK TREE PLAZA)



NOTE: THIS MAP WAS PREPARED FOR ASSAULT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSAULTORS' PARCELS MAY NOT CORRELATE WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

ORDINANCE NO. 2015 - 02  
(Re-Zoning Land in the

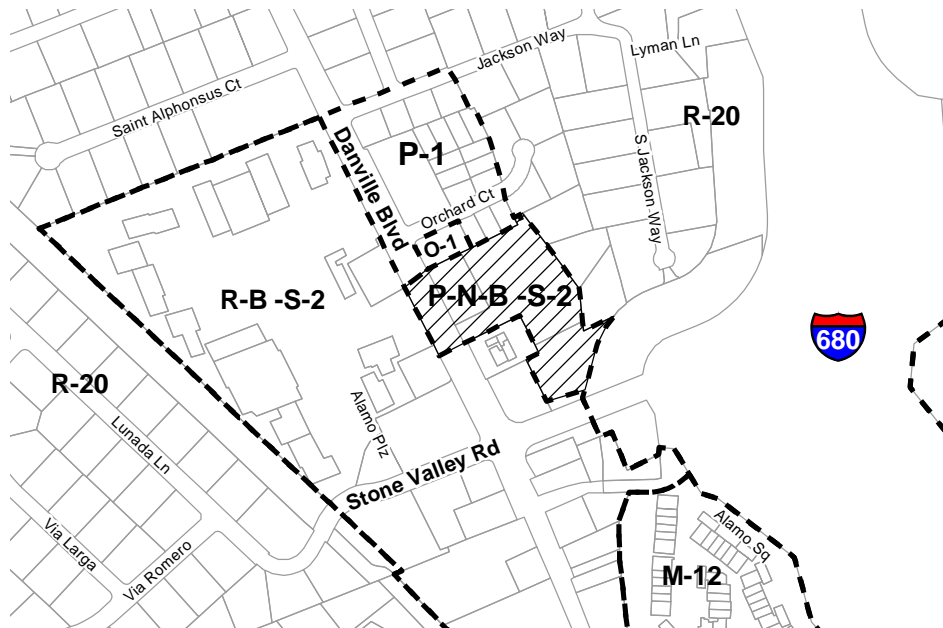
Alamo Area)

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I: Page R-15 of the County's 2005 Zoning Map (Ord. No. 2005-03) is amended by re-zoning the land in the above area shown shaded on the map(s) attached hereto and incorporated herein (see also Department of Conservation and Development File No. RZ14-3227.)

FROM: Land Use District P-N-B -S-2 (Planned Neighborhood Business Sign Control Combining District)

TO: Land Use District R-B -S-2 (Retail Business Sign Control Combining District)  
and the Department of Conservation and Development Director shall change the Zoning Map accordingly, pursuant to Ordinance Code Sec. 84.2.002.



SECTION II. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of supervisors voting for and against it in the \_\_\_\_\_, a newspaper published in this County.

PASSED on \_\_\_\_\_ by the following vote:

<u>Supervisor</u>	<u>Aye</u>	<u>No</u>	<u>Absent</u>	<u>Abstain</u>
1. J. Gioia	( )	( )	( )	( )
2. C. Andersen	( )	( )	( )	( )
3. M.N. Piepho	( )	( )	( )	( )
4. K. Mitchoff	( )	( )	( )	( )
5. F.D. Glover	( )	( )	( )	( )

ATTEST: David Twa, County Administrator  
and Clerk of the Board of Supervisors \_\_\_\_\_

By \_\_\_\_\_, Dep. \_\_\_\_\_  
Chairman of the Board  
(SEAL)

ORDINANCE NO. 2015 - 02

**RESOLUTION NO. 16-2014**

**RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, INCORPORATING A RECOMMENDATION AND FINDINGS FOR A REQUESTED REZONE AT 3160 DANVILLE BOULEVARD IN THE UNINCORPORATED ALAMO AREA OF SAID COUNTY.**

WHEREAS, on July 30, 2014, John L. Lineweaver, Trustee et al (Applicant & Owner) submitted an application (County File #RZ14-3227) for a request to rezone a portion of three properties (Parcel 1. 192-081-004 3.49 acres, Parcel 2. 192-071-064 2.12 acres and Parcel 3. 192-071-030 0.57 acres) located at 3160 Danville Boulevard in the unincorporated Alamo area from Planned Neighborhood Business District to Retail Business District; and

WHEREAS, for purposes of compliance with the provisions of the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines, an Initial Study/Negative Declaration ("Initial Study") was prepared by the Department of Conservation & Development to determine the scope of the project's environmental impacts and whether or not an environmental impact report should be prepared; and

WHEREAS, the Initial Study identified no potentially significant environmental impacts related to the project; and

WHEREAS, on October 3, 2014, the Department of Conservation & Development published a Notice of Intent to Adopt a Negative Declaration, which recited the foregoing facts, indicated that the project would not result in potentially significant impacts to the environment, and began the period for public review and comments on the adequacy of the environmental documentation that ended on October 23, 2014; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled before the County Planning Commission on Tuesday, November 18, 2014, whereat all persons interested in the matter might appear and be heard; and

WHEREAS, on Tuesday, November 18, 2014, the County Planning Commission fully reviewed, considered, and evaluated all testimony and evidence submitted in this matter.

NOW, THEREFORE BE IT RESOLVED that the County Planning Commission recommends that the Board of Supervisors:

1. FIND, for purposes of compliance with the provisions of CEQA and the State and County CEQA Guidelines, that the Initial Study prepared for the project adequately analyzes the potential environmental impacts and ADOPT the proposed Negative Declaration.

In making this recommendation the County Planning Commission certifies that it has been presented with the Initial Study, and that it has reviewed and considered the information contained in the Initial Study and the other pertinent information in the administrative record. The County Planning Commission further certifies that the Initial Study reflects the County's independent judgment and analysis, and that the Initial Study has been completed in compliance with CEQA regulations.

2. ADOPT a motion to rezone that portion of Parcels 1, 2 and 3 currently zoned Planned Neighborhood Business District to Retail Business District, County File #RZ14-3227.

BE IT FURTHER RESOLVED that the County Planning Commission finds that sufficient evidence has been provided to determine that the proposed project conforms with the County *Growth Management Performance Standards* (County General Plan 2005-2020, Growth Management Element, Section 4.4) and makes all of the findings required by County Code § 26-2.1806 to allow approval of the proposed rezone as follows:

A. Growth Management Performance Standards

1. Traffic: The site is accessed directly from Danville Boulevard and Stone Valley Road. Approval of the project would not allow for any type of development to automatically occur. Thus, there would be no impact to area streets or intersections and no traffic report is required.
2. Water: The subject site currently has water service. Rezoning the site does not change the fact that any proposal for future development must comply with all applicable ordinances and regulations pertaining to additional water services at the site.
3. Sewage: The subject site currently has sewer service. Rezoning the site does not change the fact that any proposal for future development must comply with all applicable ordinances and regulations pertaining to additional water services at the site.
4. Fire Protection: The subject site receives fire protection services from the San Ramon Valley Regional Fire Protection District. Simply rezoning the site would not impact fire protection services because adequate fire protection improvements and fees are typically required when physical development occurs.
5. Public Protection: The subject site receives public protection services from the Contra Costa County Sheriff. Simply rezoning the site would not impact public protection services because impacts to such services are mitigated at the time building permits are issued on lots created through a subdivision. This application does not trigger the need to mitigate such services.
6. Parks and Recreation: Approval of the proposed project would not increase the population in the Alamo area and therefore would not increase the demand for neighborhood parks and recreation facilities.
7. Flood Control and Drainage: The site is not located in a Special Flood Hazard Area, however, there is a significant flood drainage channel located on the eastern portion of the property. Nevertheless, this rezoning application does not involve any new construction. Therefore, if drainage improvements were ever necessary, they would be required at the time such construction plans were proposed and approved.

B. Rezone Findings

1. Required Finding: The change proposed will substantially comply with the general plan.

*Project Finding: The Commercial (CO) General Plan land use designation is consistent with the Retail Business (R-B) zoning district. Rezoning the subject site from Planned Neighborhood Business District (P-N-B) to the R-B District is consistent with the intent and purpose of the CO designation because the subject property would continue to be zoned for retail business uses. General Plan policies 3-114 through 3-124 provide specific direction for development within the Alamo area. In general, the General Plan policies seek to maintain the unique character of each localized community. Specifically, policy 3-122 states: Encourage commercial development that is related to the needs of the neighborhood and community. Regional scale shopping centers are not considered appropriate. Rezoning the site from P-N-B to R-B is consistent with the goals and policies contained the General Plan and will continue to allow the neighborhood service oriented businesses to operate at the site. No large scale modifications to the site have been proposed or considered. For these reasons, approval of the rezoning is appropriate and would substantially comply with the General Plan.*

2. Required Finding: The use authorized or proposed in this land use district is compatible within the district and with uses authorized in adjacent districts.

*Project Finding: The subject site is bordered on the north, west and south by land zoned for retail business/office uses (R-B, Limited Office (O-1) and P-1), and on the east side by land zoned R-20 Single-Family Residential District (R-20). Most of the uses allowed in adjacent R-B and P-1 districts are the same or similar. Uses allowed in the R-20 district are single-family residences, accessory buildings, care facilities and other uses indicative of a residential neighborhood. Given that the proposed R-B district allows for retail businesses which serve local communities, the two uses are intrinsically compatible as residential communities naturally require certain goods and services (e.g., dry cleaners, eateries etc.) to sustain themselves. Additionally, approval of this rezoning request will not result in any existing business currently located at this site to become a non-conforming use. Thus, the uses allowed in the R-B zone are found to be compatible with uses previously authorized for the site and currently established in adjacent districts.*

3. Required Finding: Community need has been demonstrated for the use proposed, but this does not require demonstration of future financial success.

*Project Finding: Approval of County File #RZ-1084 rezoned the subject property from Transition Residential Agricultural District and Multiple Family Residential District to Planned Neighborhood District in order to allow the subject shopping center to be constructed nearly 50 years ago. The shopping center has been in continuous use and has been improved over time. However, the P-N-B district no longer allows the flexibility that a modern shopping center requires to be responsive to perspective tenants (e.g., farmer's markets and outdoor seating). The P-N-B district is considered to be obsolete and all other P-N-B districts have*



*already been rezoned to more appropriate zoning districts many years ago. The property is bordered on three sides by properties with similar zoning and on one side by residential zoning which the site currently provides services for. Rezoning the site to R-B is therefore justified.*


The instructions by the County Planning Commission to prepare this resolution were given by motion of the County Planning Commission on Tuesday, November 18, 2014, by the following vote:

AYES:	Commissioners -	Steele, Swenson, Stewart, Terrell, Wright and Snyder
NOES:	Commissioners -	None
ABSENT:	Commissioners -	Clark
ABSTAIN:	Commissioners -	None

Don Snyder,  
Chair of the Planning Commission,  
County of Contra Costa, State of California

I, Aruna Bhat, Secretary of the County Planning Commission, certify that the foregoing was duly called and approved on November 18, 2014.

ATTEST:

  
Aruna Bhat,  
Secretary of the Planning Commission  
County of Contra Costa, State of California

**FINDINGS & CONDITIONS OF APPROVAL FOR COUNTY FILE #RZ14-3227, JOHN LINEWEAVER TRUSTEE, ET. AL. (APPLICANT & OWNER).**

**FINDINGS**

A. Growth Management Performance Standards

1. Traffic: The site is accessed directly from Danville Boulevard and Stone Valley Road. Approval of the project would not allow for any type of development to automatically occur. Thus, there would be no impact to area streets or intersections and no traffic report is required.
2. Water: The subject site currently has water service. Rezoning the site does not change the fact that any proposal for future development must comply with all applicable ordinances and regulations pertaining to additional water services at the site.
3. Sewage: The subject site currently has sewer service. Rezoning the site does not change the fact that any proposal for future development must comply with all applicable ordinances and regulations pertaining to additional water services at the site.
4. Fire Protection: The subject site receives fire protection services from the San Ramon Valley Regional Fire Protection District. Simply rezoning the site would not impact fire protection services because adequate fire protection improvements and fees are typically required when physical development occurs.
5. Public Protection: The subject site receives public protection services from the Contra Costa County Sheriff. Simply rezoning the site would not impact public protection services because impacts to such services are mitigated at the time building permits are issued on lots created through a subdivision. This application does not trigger the need to mitigate such services.
6. Parks and Recreation: Approval of the proposed project would not increase the population in the Alamo area and therefore would not increase the demand for neighborhood parks and recreation facilities.
7. Flood Control and Drainage: The site is not located in a Special Flood Hazard Area, however, there is a significant flood drainage channel located on the eastern portion of the property. Nevertheless, this rezoning application does not involve any new construction. Therefore, if drainage improvements were ever necessary, they would be required at the time such construction plans were proposed and approved.

B. Rezone Findings

Section 26-2.1806 of the County Ordinance Code requires specific findings to be made by the planning agency when a request for change in land use district is made; they are as follows:

1. Required Finding: The change proposed will substantially comply with the general plan.  
*Project Finding: The Commercial (CO) General Plan land use designation is consistent with the Retail Business (R-B) zoning district. Rezoning the subject site from Planned*

*Neighborhood Business District (P-N-B) to the R-B District is consistent with the intent and purpose of the CO designation because the subject property would continue to be zoned for retail business uses. General Plan policies 3-114 through 3-124 provide specific direction for development within the Alamo area. In general, the General Plan policies seek to maintain the unique character of each localized community. Specifically, policy 3-122 states: Encourage commercial development that is related to the needs of the neighborhood and community. Regional scale shopping centers are not considered appropriate. Rezoning the site from P-N-B to R-B is consistent with the goals and policies contained the General Plan and will continue to allow the neighborhood service oriented businesses to operate at the site. No large scale modifications to the site have been proposed or considered. For these reasons, approval of the rezoning is appropriate and would substantially comply with the General Plan.*

2. Required Finding: The use authorized or proposed in this land use district is compatible within the district and with uses authorized in adjacent districts.

*Project Finding: The subject site is bordered on the north, west and south by land zoned for retail business/office uses (R-B, Limited Office (O-1) and P-1), and on the east side by land zoned R-20 Single-Family Residential District (R-20). Most of the uses allowed in adjacent R-B and P-1 districts are the same or similar. Uses allowed in the R-20 district are single-family residences, accessory buildings, care facilities and other uses indicative of a residential neighborhood. Given that the proposed R-B district allows for retail businesses which serve local communities, the two uses are intrinsically compatible as residential communities naturally require certain goods and services (e.g., dry cleaners, eateries etc.) to sustain themselves. Additionally, approval of this rezoning request will not result in any existing business currently located at this site to become a non-conforming use. Thus, the uses allowed in the R-B zone are found to be compatible with uses previously authorized for the site and currently established in adjacent districts.*

3. Required Finding: Community need has been demonstrated for the use proposed, but this does not require demonstration of future financial success.

*Project Finding: Approval of County File #RZ-1084 rezoned the subject property from Transition Residential Agricultural District and Multiple Family Residential District to Planned Neighborhood District in order to allow the subject shopping center to be constructed nearly 50 years ago. The shopping center has been in continuous use and has been improved over time. However, the P-N-B district no longer allows the flexibility that a modern shopping center requires to be responsive to perspective tenants (e.g., farmer's markets and outdoor seating). The P-N-B district is considered to be obsolete and all other P-N-B districts have already been rezoned to more appropriate zoning districts many years ago. The property is bordered on three sides by properties with similar zoning and on one side by residential zoning which the site currently provides services for. Rezoning the site to R-B is therefore justified.*

## **CONDITIONS OF APPROVAL**

### **Application Costs:**

1. \_\_\_\_ This application is subject to an initial application deposit of \$6500.00, which was paid with the application submittal, plus time, and material costs if the application review expenses exceed 100% of the initial deposit. **Any additional costs due must be paid within 60 days of the permit effective date or prior to use of the permit, whichever occurs first.** The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance.
  
2. \_\_\_\_ Within four (4) business days of the final action on this project, **the applicant is required to pay the applicable California Department of Fish & Wildlife (CDFG) filing fee. Payment of this fee is mandated by Assembly Bill 3158, which became effective on January 1, 1991. Pursuant to Fish & Game Code Section 711.4(c)(3), the project will not be operative, vested, or final, and any local permits issued for the project will be invalid until either the fee is paid or a signed *No Effect Determination Form* is submitted indicating that the fee is not required. Also, if the fee is not paid by the date specified, then the 30-day statutory time limit to file a legal challenge against the approval will automatically extend to 180 days.**

### **ADVISORY NOTES**

**THE FOLLOWING INFORMATION DOES NOT CONSTITUTE CONDITIONS OF APPROVAL. IT IS PROVIDED TO ALERT THE APPLICANT TO LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES TO WHICH THIS PROJECT MAY BE SUBJECT.**

- A. Notice of 90-day opportunity to protest fees, dedications, reservation, or other exactions pertaining to the approval of this permit.

This notice is intended to advise the applicant that pursuant to Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservation, and/or exactions required as part of this project approval. The opportunity to protest is limited to a 90-day period after the project is approved.

The ninety (90) day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by the approved permit, begins on the date this permit was approved. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and delivered to the Department of Conservation & Development, Community Development Division within the 90 days of the approval date of this permit.



# Department of Conservation and Development

## County Planning Commission

**Tuesday, November 18, 2014 – 7:00 .P.M.**

### **STAFF REPORT**

**Agenda Item # \_\_\_\_\_**

---

<b>Project Title:</b>	Stone Valley Center Rezone
<b>County File(s):</b>	RZ14-3227
<b>Applicant/Owner:</b>	John L. Lineweaver, Trustee, et. al.
<b>Zoning/General Plan:</b>	Planned Neighborhood Business District (P-N-B), S-2 Sign Control Combining District (-S-2) and Single-Family Residential District (R-20)/Commercial (CO), Single-Family Residential-Low Density (SL)
<b>Site Address/Location:</b>	3160 Danville Boulevard, Alamo/APN'S: 192-081-004, 192-071-064 & 192-071-030.
<b>California Environmental Quality Act (CEQA) Status:</b>	Per California Code of Regulations Section 15070 a Negative Declaration (Initial Study) has been prepared for the project.
<b>Project Planner:</b>	Francisco Avila, Senior Planner (925) 674-7801
<b>Staff Recommendation:</b>	Adopt a motion recommending that the Board of Supervisors approve the project.

---

### **I. PROJECT SUMMARY**

The applicant is requesting a rezoning of three properties totaling 6.18 acres from P-N-B, -S-2 and R-20 to Retail Business District (R-B), -S-2 and R-20. No physical development is associated with this rezoning application.

### **II. RECOMMENDATION**

Staff recommends that the County Planning Commission adopt a motion recommending that the Board of Supervisors do the following:

- A. FIND, for the purposes of compliance with the provisions of the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines, that the Initial Study prepared for the project adequately analyzes the potential environmental impacts and ADOPT the proposed Negative Declaration.
- B. ADOPT a motion to rezone the subject properties, Parcels: 192-071-064, 192-071-030 & 192-081-004, from Planned Neighborhood Business District, Sign Control Combining District and R-20 Single-Family Residential District to Retail Business District, Sign Control Combining District and R-20 Single-Family Residential District.
- C. Direct Department of Conservation and Development staff to file a Notice of Determination with the County Clerk.

### **III. BACKGROUND**

In 1965, the subject site was rezoned from Transition Residential Agricultural District and Multiple-Family Residential District to Planned Neighborhood District. The impetus of that application was a proposal by Safeway Stores Inc. to construct a retail store at this site. Proponents of the application argued that the site was uniquely situated at a prominent intersection, as well as, the fact that a Shell service station had already been built on the same corner. Opponents of the application claimed that residents had purchased their homes in close proximity to the site with the understanding that the downtown commercial district was not going to be enlarged beyond a "Master Plan" which was in effect at that time. The Board of Supervisors approved the rezoning application on July 26, 1966, and ultimately the courts sustained that approval by denying an appeal by the Alamo Improvement Association.

Subsequently, the site was developed with the subject shopping center and associated parking. Over the years minor modifications have been made to the site, such as the addition of a drive-through espresso hut, and addition of patio seating at one of the restaurants within the complex. In 1987, the County initiated an attempt to rezone the property to the R-B zoning District as the P-N-B zoning district has since been deemed obsolete by staff. That effort was met with neighborhood opposition and the rezoning effort was withdrawn; however all other P-N-B zoning districts were successfully eliminated. Currently the shopping center includes twelve tenants such as CVS pharmacy, a dry cleaners and a Subway deli.

In early 2014, the property owner contacted County staff inquiring whether a farmers market (limited number of Sundays only) would be an allowable use at the parking lot of this site. As the P-N-B does not allow outdoor uses, staff was unable to support the request and as a result, the property owner began to inquire as to what steps were necessary to rezone the site to the Retail Business District. The R-B zoning district allows outdoor uses upon issuance of a land use permit. This rezoning application is a result of the unreasonable limitations the P-N-B zoning district places on the subject property.

#### **IV. GENERAL INFORMATION**

A. General Plan: The subject property has two General Plan designations. The first designation is Commercial (CO) and covers the majority of the site. The CO designation allows for a broad range of commercial uses typically found in smaller scale neighborhood, community and thoroughfare commercial districts, including retail and personal service facilities. The following development standards apply to uses in this designation:

- |                                      |               |
|--------------------------------------|---------------|
| 1. maximum site coverage:            | 40 percent    |
| 2. maximum building height:          | 35 feet       |
| 3. maximum floor area ratio:         | 1.0           |
| 4. average employees per gross acre: | 160 employees |

The second General Plan designation is Single-Family Residential-Low Density (SL). This designation covers a much smaller portion of the subject property which consists primarily of the flood control channel on the eastern portion of the site. Therefore, that portion of the site designated as SL is not suitable for residential development.

B. Zoning: The parcel is zoned a combination of Planned Neighborhood Business District (P-N-B), -S-2 Sign Control Combining District (-S-2) and R-20 Single-Family Residential District (R-20). The western portion of the site has been developed with retail business uses and is zoned P-N-B and -S-2.

The -S-2 district is intended to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, quality of materials, location and maintenance of all signs and sign structures. Essentially, the -S-2 ordinance encourages well designed signs that account for the character of the neighborhood and safety of vehicular as well as pedestrian traffic.

The eastern portion of the site is zoned R-20. The R-20 district establishes the development standards for single-family homes and other uses allowed within this zoning district. However, this portion of the site overlays the previously mentioned flood control channel. As such, it is inconceivable that any residential development could be pursued in this location.

C. Environmental Review: A Negative Declaration (ND) (attached) was prepared for the project. The ND did not identify any potential environmental impacts associated with the project. The public review and comment period for the ND extended from October 3, 2014, to October 23, 2014. No comments were received within the comment period.

D. Previous Applications:

1. DP95-3002: A development plan application which allowed the construction and operation of an "Espresso To Go" drive through hut within the parking lot of the subject shopping center.
2. VR1002-93: A variance application to the development standards for new signage at the subject shopping center. The application was denied.
3. LP2048-93: This land use permit allowed "take-out" food for several tenants with the shopping center.
4. RZ-2757: This was a County Initiated rezoning effort which proposed to rezone the site from P-N-B to R-B. Due to neighborhood opposition, the application was withdrawn by staff on August 17, 1988.
5. DP3019-85: This development plan application allowed the expansion of two buildings at the subject site.
6. DP82-3064: A development plan application which permitted the renovation of the subject shopping center.
7. 546-66: This land use permit allowed Safeway Stores Inc. to establish a retail store at the subject site. The space Safeway occupied has changed tenants and is currently leased by CVS Pharmacy.



8. RZ-1084: This rezoning application converted the subject property from Multiple Residential and Transition Residential Agricultural District to the current P-N-B zoning.

## **V. SITE/AREA DESCRIPTION**

The subject site is located at the northeast corner of the Stone Valley Road/Danville Boulevard intersection in Alamo. The combined property consists of three parcels, Assessor's parcel numbers: 1) 192-081-004=3.49 acres, 2) 192-071-064=2.12 acres and 3) 192-071-030=0.57 acres. All three parcels are developed with the Stone Valley Center's retail shops and parking, with the exception of parcel 1 which contains a significant flood drainage channel. Parcels in the vicinity range in size from 0.1-acre to over 13 acres and tend to be developed with retail business and/or residential uses. The site is surrounded by properties zoned Planned Unit District (housing), Retail Business District, and R-20 Single-Family Residential District. Much of this commercial corridor incorporates the -S-2 Sign Control Combining District as an overlay district. The area is characterized by smaller office buildings and shops along Danville Boulevard while being surrounded by residential properties along the periphery. As this portion of Alamo is generally flat, the vast majority of land has been developed leaving few if any remaining locations vacant.

## **VI. PROJECT DESCRIPTION**

The P-N-B District is an obsolete zoning district that is no longer applied within Contra Costa County. In 1966 the subject properties were rezoned from Multiple-Family Residential District (M-R-B) and Transition Residential Agricultural District (R-H) to P-N-B. This application is in response to the current needs of a modern retail business shopping center (e.g., outdoor seating and farmers markets). No physical development or site modifications are proposed at this time, and the project applicant has not indicated that the proposed rezoning is a precursor to substantial changes to the site in the future. No changes to the -S-2 are proposed.

## **VII. AGENCY COMMENTS**

- A. Alamo Municipal Advisory Council (AMAC): AMAC staff submitted a memorandum dated September 8, 2014, indicating that the project was unanimously recommended for approval at their September meeting.

- B. Alamo Improvement Association (AIA): AIA staff via a phone conversation indicated that the project was recommended for approval at their September 2014 meeting.
- C. East Bay Municipal Utility District (EBMUD): In a correspondence dated August 11, 2014, EBMUD staff indicated that EBMUD operates and maintains a 48-inch pipeline located at the southern boundaries of the subject property. The correspondence goes on to state that no buildings or structures are to be located within this area. As the project does not include any proposed physical changes to the property, it is not expected that any conflicts would occur with the siting of the pipeline as a result of this rezoning project.
- D. San Ramon Valley Fire Protection District (Fire District): In a correspondence dated August 7, 2014, the Fire District indicated that after reviewing the planning application for the subject site, it had no comments on the proposed project.

Agency comments were not received from the Central Contra Costa Sanitary District.

## **VIII. STAFF ANALYSIS**

### Appropriateness of Rezone

#### *Existing Zoning Conditions*

County File #RZ-1084 was approved in July of 1966 to rezone the subject site from Multiple Residential and Transition Residential Agricultural District to the current P-N-B zoning. At that time Safeway Stores, Inc. along with the property owner gained approval of the County Board of Supervisors to develop the site with a retail shopping center. The development was considered appropriate for the area given its proximity to the Danville Boulevard/Stone Valley Road intersection and other retail businesses adjacent to the site and in the general area. The general footprint of that early development is more or less consistent with what exists at the site today.

### *Comparison of Existing and Proposed Zoning Designations*

Uses allowed in the P-N-B district are those uses allowed in both the R-B and Neighborhood Business District (N-B), except the following (P-N-B, R-B, and N-B ordinances are attached):

1. *Residential uses including hotels and motels, except living accommodations of an accessory nature;*
2. *Non-accessory signs;*
3. *Roof signs, except gasoline service station signs attached to pump islands or pump island canopies;*
4. *Cabinet shops, animal hospitals or kennels, animal or poultry husbandry, granaries, dehydration plants, wineries, canneries, agricultural warehouses, sheet metal shops, pawn shops, mortuaries, cemeteries, or crematoriums, and lumber yards; and*
5. *Those business uses which are not maintained and conducted wholly within enclosed buildings.*

Although the proposed R-B district allows uses which tend to be more intense, the subject property is essentially "built-out" and is in close proximity to single-family residences. Any proposed use that was industrial in nature, would require approval from the County and must undergo its own environmental review. For those reasons it is unlikely that a major change in use would be considered for this site. Nevertheless, the primary land uses in the R-B district are generally community based services such as dry cleaners, restaurants and other residentially compatible uses. As the subject property is clearly located within Alamo's commercial Downtown area, and provides such community based services, the rezoning will result in the property being consistent with other R-B zoned properties in the immediate vicinity.

Additionally, the P-N-B does not allow outdoor uses of any type, such as farmers markets and outdoor seating, while the R-B district allows outdoor uses upon approval of a land use permit. Once again, outdoor uses such as contractor's yards, cabinet shops and lumber yards would be unrealistic candidates for the subject location due to the potential environmental impacts such as noise, odor and vibration. Ultimately, it is most reasonable to expect that the subject site might add low-intensity uses such as outdoor seating for restaurants during summer months, and farmers markets during harvest season and potentially modifying/upgrading the site's identification signage.

Table 1. below provides a comparison of the development standards of each district. Both zoning districts require approval of a development plan application prior to developing a particular site. It is that review process that allows County decision makers and the public alike (public comment/appeal process) to determine what uses are appropriate for the subject site. Therefore, given that both zoning districts are intended to allow neighborhood service oriented businesses, and the fact that the P-N-B zone no longer allows the flexibility of a modern retail shopping center and the fact that the County has abolished all other zoning districts of its kind, the P-N-B zone is no longer necessary or appropriate for this site.

**Table 1. Zoning Comparison Between P-N-B and R-B,**

Topic	PNB	R-B	R-B, More or Less Restrictive
Minimum Lot Area	Discretionary	3,500 sq.ft.	More
Average Width	Discretionary	35	More
Side Yards	Discretionary	None	Less
Front Setback	Discretionary	10 ft. from road/hwy	More
Building Height Max	2.5 stories or 30 ft. to top plate; signs = 25 ft. max	50 ft.	Less
Development Plan Req'd	Yes	Yes	Same
Lot Coverage	25% Max	N/A	Less
Parking	2.5 sq.ft. of parking for every 1 sq.ft. of building	County Off-Street Parking Ordinance would apply.	Less
Variances Allowed?	Yes	Yes	Same

Source: Title 8 Zoning Code

### *General Plan Consistency*

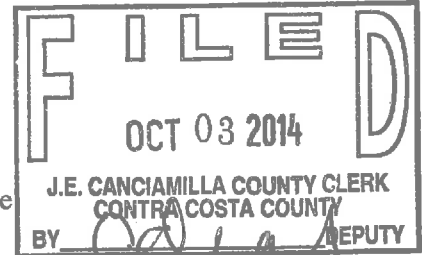
The subject property is designated a combination of Commercial (CO) and Single-Family Residential-Low Density (SL). The SL portion of the site covers the flood control channel and does not impact the retail portion of the site which is entirely designated as CO. Table 3-5 (Consistency Between the General Plan and the

Zoning Ordinance – attached) outlines which specific zoning districts are consistent with each General Plan designation, and those which might be considered consistent with the Plan category, depending on the particular use. As indicated within that table, the General Plan designation of CO is consistent with the R-B zoning district. As such, the CO designation allows for a broad range of commercial uses typically found in smaller scale neighborhood, community and thoroughfare commercial districts, including retail and personal service facilities, limited office, and financial uses. Therefore, the proposed R-B zoning is appropriate for this particular site.

## **IX. CONCLUSION**

The subject property was initially zoned Multiple Residential and Transition Residential Agricultural District and rezoned to the current P-N-B zoning to allow the establishment of the existing retail shopping center at the site. The P-N-B zoning district is antiquated and is no longer utilized within the County. Given that the proposed R-B zoning district requires an equivalent level of County review, the current zoning is unnecessary and inappropriately limits development. Therefore, staff recommends that the County Planning Commission adopt a motion recommending that the Board of Supervisors adopt the Negative Declaration for the project and approve County File #RZ14-3227 to rezone the portion of the property zoned P-N-B to R-B.

**California Environmental Quality Act  
Environmental Checklist Form**



1. **Project Title:** Stone Valley Shopping Center Rezone  
County File #RZ14-3227
2. **Lead Agency Name and Address:** Contra Costa County  
Department of Conservation & Development  
Community Development Division  
30 Muir Road  
Martinez, CA 94553
3. **Contact Person and Phone Number:** Francisco Avila, Planner, (925) 674-7801
4. **Project Location:** 3160 Danville Boulevard  
Alamo, CA 94507  
APN: 192-071-064, 192-071-030 & 192-081-004
5. **Project Sponsor's Name and Address:** John L. Lineweaver, Trustee, et al (Applicant & Owner)  
P.O. Box 680  
Alamo, CA 94507
6. **General Plan Land Use Designation(s):** The subject site has dual General Plan designations consisting of Commercial (CO) and Single-Family Residential-Low Density (SL). The CO land use designation allows for a broad range of commercial uses typically found in smaller scale neighborhood, community and thoroughfare commercial districts, including retail and personal service facilities, limited office and financial uses. The SL designation allows a range of 1.0 and 2.9 single family units per net acre. Primary land uses which are permitted in this designation include detached single-family homes and accessory structures. Although the site has dual General Plan designations, the Stone Valley Center has occupied the vast majority of the site. Consequently, there is no residential component to the site or this project.
7. **Zoning:** The subject site has a combination of zoning districts which include: Planned Neighborhood Business District (P-N-B), S2 Sign Control Combining District (S2) and R-20 Single-Family Residential District (R-20). The purpose of the P-N-B district is to provide an integrated plan for location of and proper relationships between buildings, control of area and height of buildings, adequate off-street parking, loading facilities, limitation of land uses, and location of access for pedestrian and vehicular traffic, including ingress and egress from public streets or ways or from any parcel to the other parcels, in order to provide overall arrangements for shopping facilities best suited to the public use. The purpose of the S2 district is to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, quality of materials, location and maintenance of all signs and sign structures. The purpose of the R-20 district is to guide the development patterns (e.g., building setbacks, height limits and allowed uses).
8. **Setting, Site Description & Surrounding Land Uses:** The subject site is located at the northeast corner of the Stone Valley Road/Danville Boulevard intersection in Alamo. The combined property consists of three parcels (Assessor's parcel numbers: 1) 192-081-004=3.49 acres, 2) 192-071-064=2.12 acres and 3) 192-071-030=0.57 acres, see attached parcel pages). All three parcels are developed with the Stone Valley Center's retail shops and parking, with the exception of parcel 1. Along with the shopping center's shops and parking, parcel 1 is also developed with a portion of a flood control canal to the west. Parcels in the vicinity range in size from 0.1-acre to over 13-acres and tend to be developed with retail business and/or residential uses. The site is surrounded by properties zoned Planned Unit District (housing), Retail Business District, and R-20 Single-Family Residential District. Much of this commercial corridor incorporates the S2 Sign Control Combining



District as an overlay district. The area is characterized by typical commercial business along Danville Boulevard while being surrounded by residential properties along the periphery. As this portion of Alamo is generally flat, the vast majority of land has been developed leaving few if any remaining locations vacant.

9. Project Description: The P-N-B District is a unique/obsolete zoning district that is no longer applied within Contra Costa County. In 1966 the subject properties were re-zoned from Multiple Family Residential District (M-R-B) and Transition Residential Agricultural District (R-H) to P-N-B. The application is in response to the current needs of a modern retail business shopping center (e.g., outdoor seating and farmers markets). No physical development or site modifications are proposed, and the project applicant has not indicated that the proposed rezoning is a precursor to future development. No changes to the S2 Sign Control Combining District overlay are proposed.

The P-N-B District does not allow outdoor uses of any type such as farmers markets and outdoor seating, while the R-B District allows outdoor uses upon approval of a land use permit. As the subject property is clearly located within the Alamo's commercial Downtown area, the re-zoning of the subject site will result in the property being consistent with other R-B District zoned properties in the immediate vicinity.

The primary land uses in the R-B District are generally community based services such as dry cleaners, restaurants and other compatible uses. The R-B District also allows some uses upon issuance of a land use permit such as a lumber yard, sheet metal shop, and auto garages. These uses are somewhat industrial in nature and more intensive than the uses allowed by right in the R-B District. However, the subject property is essentially built-out with a well-established shopping center and related parking areas. These facts make it an unrealistic candidate for development of those types of intense land uses. Additionally those more intense uses hypothetically established in the District upon approval of land use permits, would be subject to its own California Environmental Quality Act (CEQA) review. For that reason, establishment of uses requiring issuance of a land use permit is not considered in this Initial Study. Ultimately, it is most reasonable to expect that the subject site might be developed with the low-intensity uses such as outdoor seating for restaurants during summer months, farmers markets during harvest season and potentially modification/upgrading of the site's identification signage.

10. Other Public Agencies Whose Approval is Required (e.g. permits, financing, approval or participation agreement): None; rezoning is a legislative act under the sole purview of the County Board of Supervisors.

## ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture & Forest Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology & Soils
<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Hydrology & Water Quality
<input type="checkbox"/> Land Use & Planning	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise
<input type="checkbox"/> Population & Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation/Traffic	<input type="checkbox"/> Utilities & Service Systems	
<input type="checkbox"/> Mandatory Findings of Significance		

☒ None of the above

## DETERMINATION

On the basis of this Initial Study:

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.

  
Signature

Francisco Avila

Senior Planner

Contra Costa County Department of Conservation & Development

October 3, 2014  
Date

## SOURCES

In the process of preparing the Initial Study Checklist and conducting the evaluation, the following references, which are available for review either online or at the Contra Costa County Department of Conservation & Development, 30 Muir Road, Martinez, were consulted:

1. Application to rezone the subject site from P-N-B to R-B, received by Contra Costa County on July 30, 2014.
2. Contra Costa County General Plan 2005-2020
3. Contra Costa County Code – Title 8 Zoning Ordinance
4. Contra Costa County Geographic Information System
5. Contra Costa County Land Information System
6. *Contra Costa County Important Farmland Map 2008* prepared by the California Department of Conservation
7. Public Resources Code section 12220(g)
8. Public Resources Code section 4526
9. Government Code section 51104(g)
10. California Environmental Quality Act (CEQA) as amended January 1, 2014, and CEQA Guidelines amended as of May 2011
11. Bay Area Air Quality Management District CEQA Guidelines dated May 2011.
12. Bay Area Air Quality Management District proposed Thresholds of Significance for Greenhouse Gas Emissions
13. California Department of Toxic Substances Control website
14. Association of Bay Area Governments Geographic Information Systems, Hazard Maps – Wildland Urban Interface Fire Threat
15. Federal Emergency Management Agency Flood Insurance Rate Map
16. Association of Bay Area Governments Geographic Information Systems, Hazard Maps – Dam Failure Inundation Areas
17. Re-zone application, County File #1084-RZ
18. Contra Costa County Code – Title 4 Health and Safety

## **EVALUATION OF ENVIRONMENTAL IMPACTS**

### **I. AESTHETICS – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista? (Sources: 1, 2)	_____	_____	_____	✓
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Sources: 1, 2)	_____	_____	_____	✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings? (Source: 1)	_____	_____	_____	✓
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area? (Source: 1)	_____	_____	_____	✓

#### **Impact: None**

**Summary a-d:** The subject site is located within 500 feet of Interstate 680 which is a County-designated scenic highway and abuts Danville Boulevard which is designated as a scenic route. Notwithstanding that fact, the applicant is proposing to rezone the site and has not proposed any physical development. As explained in the project description above, the physical characteristics of the site all but preclude development of anything other than retail business uses. Without a proposal for a specific land use, any assumption of significant visual impact would be purely speculative. The act of rezoning by itself would not impact trees, rock outcroppings, or other scenic resources, and would not introduce substantial light or glare to the area.

### **II. AGRICULTURE & FOREST RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agricultural and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection and state's inventory of forest land, including the Forest and Range Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Source: 6)	_____	_____	_____	✓
b. Conflict with existing zoning for agricultural use,	_____	_____	_____	_____

or a Williamson Act Contract? (Sources: 3, 5)	_____	_____	_____	✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)? (Sources: 1, 3, 7, 8, 9)	_____	_____	_____	✓
d. Result in the loss of forest land or conversion of forest land to non-forest use? (Sources: 1, 3, 7, 8)	_____	_____	_____	✓
e. Involve other changes in the existing environment, which due to their location or nature, could result in conversion of farmland, to non-agricultural use? (Sources: 1, 3)	_____	_____	_____	✓

**Impact: None**

Summary a-c: The 2008 Contra Costa County Important Farmland Map designates the subject as not being within an important agricultural area. Thus, there would be no impact to farmland designated Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. There is no Williamson Act contract associated with this property, therefore, no conflict with a Williamson Act contract would occur. The proposed project is to rezone from one business related zoning district to another, which clearly would not conflict with any agricultural use.

Summary c-e: The site does not qualify as forest land under Public Resources Code section 12220(g) and timberland under Public Resources Code 4526. No physical changes are proposed that would directly impact forest/timber resources. Rezoning the site from P-N-B to R-B would not increase the likelihood of conversion of forest land to non-forest use because the site is completely developed and devoid of any realistic timber resources.

**III. AIR QUALITY** – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan? (Sources: 1, 11)	_____	_____	_____	✓
b. Violate any air quality standard or contribute to an existing or projected air quality violation? (Sources: 1, 11)	_____	_____	_____	✓
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (Sources: 1, 11)	_____	_____	_____	✓

- d. Expose sensitive receptors to substantial pollutant concentrations? (Sources: 1, 4, 11)
- e. Create objectionable odors affecting a substantial number of people? (Sources: 1, 11)

			✓
			✓

**Impact: None**

**Bay Area Air Quality Management District CEQA Guidelines**

**Summary a-e:** The proposed project is a rezone from one retail business zoning district to another. As explained in Section I above, while the R-B District allows certain land uses that are slightly more intense than the uses allowed in the P-N-B District, the likelihood of those uses being developed is extremely low because of the subject property's current uses.

Even if the property were eventually developed with some of the more intense uses allowed in the R-B District, it is extremely unlikely that emissions would result in significant impacts. Nevertheless, those proposed uses would be subject to the review requirements of CEQA and would be analyzed at that time. To speculate at this time would be frivolous.

**IV. BIOLOGICAL RESOURCES – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Dept. of Fish and Game or U.S. Fish & Wildlife Service? (Sources: 1, 3)				✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Dept. of Fish and Game or U.S. Fish & Wildlife Service? (Sources: 1, 3)				✓
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Sources: 1, 3)				✓
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e. Conflict with any local policies or ordinances				✓



protecting biological resources, such as tree preservation policy or ordinance? (Sources: 1, 3)	_____	_____	_____	_____
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan? (Sources: 1, 4)	_____	_____	_____	✓

**Impact: None**

**Summary a-c:** As explained in the project description above, no development or other physical changes to the site are proposed and the uses that could realistically be established under the proposed R-B zoning are substantially similar to the uses that can be established under the existing P-N-B zoning. Therefore, rezoning the site poses no realistic threat to biological resources.

**Summary f:** No Habitat Conservation Plan, Natural Community Conservation Plan, or other local, regional, or state habitat conservation plan has been approved or adopted for the project site or its vicinity.

**V. CULTURAL RESOURCES – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5? (Sources: 1, 10)	_____	_____	_____	✓
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? (Sources: 1, 10)	_____	_____	_____	✓
c. Directly or indirectly destroy a unique paleontological resource or site or unique geological feature? (Source: 1)	_____	_____	_____	✓
d. Disturb any human remains, including those interred outside of formal cemeteries? (Source: 1)	_____	_____	_____	✓

**Impact: None**

**Summary a:** CEQA Guidelines Section 15064.5 defines historical resources as follows:

*“a) For purposes of this section, the term "historical resources" shall include the following:*

- (1) A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Pub. Res. Code, § 5024.1, Title 14 CCR, Section 4850 et seq.).*
- (2) A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements section 5024.1(g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies*

*must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.*

- (3) *Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources (Pub. Res. Code, § 5024.1, Title 14 CCR, Section 4852) including the following:*
- (A) *Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;*
  - (B) *Is associated with the lives of persons important in our past;*
  - (C) *Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or*
  - (D) *Has yielded, or may be likely to yield, information important in prehistory or history."*

No historical resources are apparent onsite and no physical changes are proposed. Therefore, there would be no impact to historical resources as a result of the proposed rezoning.

Summary b-d: As no physical changes are proposed, there is no possibility of impacts to archaeological or paleontological resources, unique geologic features, or human remains.

## VI. GEOLOGY AND SOILS – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (Sources: 1, 2)	_____	_____	_____	✓
2. Strong seismic ground shaking? (Sources: 1, 2)	_____	_____	_____	✓
3. Seismic-related ground failure, including liquefaction? (Sources: 1, 2)	_____	_____	_____	✓
4. Landslides? (Sources: 1, 2)	_____	_____	_____	✓

b. Result in substantial soil erosion or the loss of topsoil? (Source: 1)	_____	_____	_____	_____✓
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse? (Sources: 1, 2, 17)	_____	_____	_____	_____✓
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1998), creating substantial risks to life or property? (Sources: 1, 2, 17)	_____	_____	_____	_____✓
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste disposal systems where sewers are not available for the disposal of wastewater? (1, 17)	_____	_____	_____	_____✓

**Impact: None**

Summary a-e: The subject site is not located near any known earthquake faults. Changing the zoning from one business district to another that is substantially similar in terms of the uses that could realistically be established would not expose people or structures to substantial adverse effects, including the risk of loss, injury, or death, involving rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslide. No physical changes to the site are proposed. Therefore, no erosion or loss of topsoil would occur. Any future development would be required to pass the Building Inspection Division plan check process and would be required to address any issues of geologic concern.

**VII. GREENHOUSE GAS EMISSIONS** – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Sources: 1, 3, 12)	_____	_____	_____	_____✓
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Sources: 1, 3, 12)	_____	_____	_____	_____✓

**Impact: None**

Summary a-b: The BAAQMD has developed significance thresholds for greenhouse gas emissions as well as screening criteria to assist local agencies in determining whether a project could potentially exceed those thresholds. As the project does not include any physical development, it would be unrealistic to determine that this re-zoning application could contribute to greenhouse gas emissions.

**VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials? (Sources: 1, 3)	_____	_____	_____	✓
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Sources: 1, 3)	_____	_____	_____	✓
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school? (Sources: 1, 3, 4)	_____	_____	_____	✓
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65862.5 and, as a result, would it create a significant hazard to the public or the environment? (Source: 13)	_____	_____	_____	✓
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (Source: 4)	_____	_____	_____	✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (Source: 4)	_____	_____	_____	✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Sources: 1, 2, 3)	_____	_____	_____	✓
h. Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands? (Sources: 1, 2, 14)	_____	_____	_____	✓

**Impact: None**

Summary a-b: No new land uses are proposed that would routinely handle hazardous materials. Therefore, rezoning the site would not create a significant hazard to the public or the environment due to the routine transport, storage, use, or disposal of hazardous materials.

Summary c: The subject site is not located within one-quarter mile of an existing or proposed school. Rancho Romero Elementary and Stone Valley Middle are the two nearest schools both of which are located more than one-half mile from the subject site.

Summary d: The Department of Toxic Substances Control (DTSC) provides an annually updated list of hazardous materials sites pursuant to Government Code Section 65962.5. This list, known as the "Cortese List," the subject site is not on or located near any such site.

Summary e-f: The subject site is not located within two miles of a public airport or within the vicinity of a private airstrip. The site is not located within an area covered by an airport land use plan.

Summary g: The proposed project calls for a change from one business zone to another that is substantially similar in terms of the uses that could realistically be established. As no physical development or change in use is proposed, there would be no interference with implementation of an emergency response or evacuation plan.

Summary h: Figure 10-10 in the Safety Element of the County General Plan indicates that the subject site is within a "local responsibility area." Approval of the proposed rezone would not change the site's physical characteristics as they pertain to fire hazards, and would not result in substantial intensification of land use. Any future development must meet the requirements of the local fire district.

# **IX. HYDROLOGY AND WATER QUALITY – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements? (Sources: 1, 3)	_____	_____	_____	_____✓_____
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (Sources: 1, 3, 18)	_____	_____	_____	_____✓_____
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site? (Source: 1)	_____	_____	_____	_____✓_____
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface run-off in a manner that would result in flooding on- or off-site? (Source: 1)	_____	_____	_____	_____✓_____
e. Create or contribute runoff water that would	_____	_____	_____	_____

exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? (Sources: 1, 3)	_____	_____	_____	_____
				✓
f. Otherwise substantially degrade water quality? (Sources: 1, 3)	_____	_____	_____	_____
				✓
g. Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Source: 15)	_____	_____	_____	_____
				✓
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows? (Source: 15)	_____	_____	_____	_____
				✓
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (Source: 16)	_____	_____	_____	_____
				✓
j. Be subject to inundation by seiche, tsunami or mudflow? (Sources: 1, 3, 4)	_____	_____	_____	_____
				✓

**Impact: None**

Summary a: Approval of the proposed project would change the subject site's zoning from one business district to another. As the uses allowed in the two districts are substantially similar, no element of this action would have the potential for violating water quality standards or discharge requirements. Therefore, no impact would occur.

Summary b: Establishment of the proposed zoning would not substantially interfere with groundwater recharge. Groundwater supplies are verified and appropriately monitored by the County Health Services Department, Environmental Health Division.

Summary c-f: As no physical changes to the site are proposed, no alterations would occur to existing drainage patterns in the area and no additional runoff would be generated. The land uses permitted by the existing and proposed zoning districts are substantially similar, the project's potential to generate additional sources of polluted runoff or otherwise substantially degrade water quality would be negligible.

Summary g-h: The western portion of the subject site is located within a 100-year flood hazard area (rain water drainage canal). However, this canal has been substantially upgraded by the County Flood Control District; therefore, the canal's adjacent land is within flood zone X (an area not expected to experience periodic flooding). No potential impacts are conceivable as a result of this rezone application.



Summary i: No impact would occur because the subject site is not protected by levees or dams.

Summary j: Seiche and tsunami occur in larger bodies of water such as lakes and oceans. There is no threat to the subject site from seiche or tsunami because the types of water bodies where they occur do not exist in the vicinity.

**X. LAND USE AND PLANNING – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community? (Sources: 1, 3)	_____	_____	_____	✓
b. Conflict with any applicable land use plan, policy, or the regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (Sources: 1, 2, 3, 11, 12, 18)	_____	_____	_____	✓
c. Conflict with any applicable habitat conservation plan or natural community conservation plan? (Source: 4)	_____	_____	_____	✓

**Impact: None**

Summary a: The subject site is in an area that is comprised of mostly retail businesses to the north, west and south. Single-family homes are located to the east. Rezoning the site from one business district to another one that is similar clearly would not compromise the character of the area or lead to a physical division of the established community.

Summary b: Nothing in the record suggests that the proposed project would conflict with plans, policies, or regulations adopted for the purpose of mitigating environmental impacts. As explained throughout this Initial Study, implementation of the project would result only in a change from one business zone to another that is similar in terms of the uses that could realistically be established. The proposed zoning is consistent with the General Plan land use designation of commercial for this site.

Summary c: No Habitat Conservation Plan or Natural Community Conservation Plan has been approved or adopted for the subject site or its vicinity.

**XI. MINERAL RESOURCES – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Source: 2)	_____	_____	_____	✓
b. Result in the loss or availability of a locally important mineral resource recovery site	_____	_____	_____	_____

delineated on a local general plan, specific plan,  
or other land use plan? (Source: 2)

			✓
--	--	--	---

**Impact: None**

Summary a-b: According to the General plan, there are no mineral resources in the vicinity of the project site.

**XII. NOISE – Would the project result in:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Sources: 1, 2, 3)				✓
b. Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels? (Sources: 1, 3)				✓
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1, 3)				✓
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1, 3)				✓
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Source: 4)				✓
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (Source: 4)				✓

**Impact: None**

Summary a: The General Plan specifies the normally accepted range of community noise exposure due to retail business developments. The subject site is currently within a higher noise contour due to the proximity of Danville Boulevard and Stone Valley Road. Therefore, the range of potential uses due to the rezoning of the site will remain within the acceptable range of community noise exposure.

Summary b-f: The existing noise environment would not change because no development is proposed and the uses allowed by the P-N-B and R-B zoning districts are substantially similar. The site is not located within an area covered by an airport land use plan.

### **XIII. POPULATION AND HOUSING – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Sources: 1, 3)	_____	_____	_____	✓
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (Source: 4)	_____	_____	_____	✓
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (Source: 4)	_____	_____	_____	✓

#### **Impact: None**

Summary a: The proposed R-B zoning permits construction of one single-family residence by right, whereas the existing P-N-B zoning does not allow residential uses including hotels and motels. As the subject site is located between two main streets and directly adjacent to a gasoline service station, it is improbable that the site will be converted to residential use compared to its current retail business nature. Nevertheless, establishment of one residence and possibly one residential second unit on a legally created parcel would neither directly nor indirectly induce substantial population growth. Other uses permitted by the proposed zoning are commercial in nature and clearly would not induce substantial population growth.

Summary b-c: Two of the three subject parcels are occupied with retail business stores and therefore rezoning them clearly would not result in displacement of existing housing or people. The third parcel is dedicated to providing the required off-street parking for the subject shopping center. Therefore, no people or current housing stock will be displaced due to the rezoning action.

### **XIV. PUBLIC SERVICES – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?				
1. Fire protection? (Sources: 1, 2)	_____	_____	_____	✓
2. Police protection? (Sources: 1, 2, 3)	_____	_____	_____	✓
3. Schools? (Sources: 1, 2, 3)	_____	_____	_____	✓
4. Parks? (Sources: 1, 2, 3)	_____	_____	_____	✓

5. Other public facilities? (Sources: 1, 3)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_✓

**Impact: Less than significant**

Summary a.1: The service standard for fire protection is based on distance. The General Plan states that new development must be located within 1.5 miles driving distance of a fire station or must be equipped with improvements, such as automatic sprinklers and in some cases water storage tanks, to enhance firefighting capabilities. Rezoning the site would neither alter its distance to a fire station nor lessen the requirements for installation of fire suppression equipment.

Summary a.2-4: The service ratios for police protection, schools, and parks are based on population. As no substantial population growth would occur, there would be negligible, if any, impacts to these services.

Summary a.5: As the proposed rezoning would not result in substantial population growth, impacts to other public facilities such as hospitals and libraries would be insignificant.

**XV. RECREATION**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Sources: 1, 3)	_____	_____	_____	_____✓
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? (Source: 1)	_____	_____	_____	_____✓

**Impact: No impact**

Summary a: As explained in Section XIII above, implementation of the proposed project would not induce substantial population growth. Therefore, use of parks and recreational facilities would not increase, and their deterioration would not be accelerated.

Summary b: The proposed project does not include a proposal for new recreational facilities, and because it would not induce population growth, would not necessitate the expansion of existing facilities.

**XVI. TRANSPORTATION/TRAFFIC – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel	_____	_____	_____	_____✓

and relevant components of the circulation system, including, but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (Sources: 1, 2, 3)

- b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? (Sources: 1, 3)
- c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (Source: 1)
- d. Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)? (Sources: 1, 3)
- e. Result in inadequate emergency access? (Sources: 1, 17)
- f. Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (Sources: 1, 2, 3, 4)

_____	_____	_____	_____
_____	_____	_____	✓
_____	_____	_____	✓
_____	_____	_____	✓
_____	_____	_____	✓
_____	_____	_____	✓

**Impact: None**

Summary a-b: As explained above, the project would not result in substantial population growth, no physical changes are proposed, and the uses allowed in the existing and proposed zoning districts are substantially similar. Therefore, there is no possibility that rezoning the site as proposed would impact the circulation system's performance or conflict with the county's congestion management programs and standards.

Summary c: The subject site is not in the vicinity of an airstrip or airport and changing the zoning designation as proposed clearly would not impact air traffic.

Summary d: Since no physical development is proposed, hazards would not increase due to a design feature. Because the uses that could realistically be established under the R-B zoning are substantially similar, rezoning the site as proposed would not result in introduction of incompatible uses.

Summary e: Access to the site is gained via Danville Boulevard and Stone Valley Road and this has been the access since the subject site was developed in the 1960's. Rezoning the site would not alter the access.

Summary f: The subject site is located in the Downtown area of Alamo. Much of the transportation infrastructure has been established for over 70 years. As no physical changes are proposed and the proposed rezone would not result in a substantial change in uses at the subject site, there is no realistic

possibility of the project conflicting with adopted policies, plans, or programs regarding public transit, bicycle or pedestrian facilities, or otherwise degrading the performance of such facilities.

**XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (Sources: 1, 3)	_____	_____	_____	✓
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Sources: 1, 5)	_____	_____	_____	✓
c. Require or result in the construction of new stormwater drainage facilities, the construction of which could cause significant environmental effects? (Source: 1)	_____	_____	_____	✓
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Sources: 1, 17, 18)	_____	_____	_____	✓
e. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Sources: 1, 17, 18)	_____	_____	_____	✓
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's waste disposal needs? (Sources: 1, 3)	_____	_____	_____	✓
g. Comply with federal, state and local statutes and regulations related to solid waste? (Source: 3)	_____	_____	_____	✓

**Impact: None**

**Summary a:** No physical development is proposed and the uses allowed in the existing and proposed zoning districts are substantially similar. Additionally, the site does not and will not discharge into a facility regulated by the Regional Water Quality Control Board. Therefore, there is no possibility that changing the zoning from P-N-B to R-B would cause an exceedance of the Board's wastewater treatment requirements. Also see discussion in Section IX.a above.

**Summary b:** See Sections XVII.d and XVII.e below regarding water and wastewater facilities, respectively.

**Summary c:** The types of stormwater drainage facilities required at any site are dependent on the characteristics if the development proposed, not on the underlying zoning designation. Therefore,



rezoning the site from P-N-B to R-B has effect on construction of stormwater drainage facilities. Also see discussion in Section IX.e above.

Summary d: Municipal water is provided to the site. No alterations to the current uses negate the need for any further services to the site which has been established for over 30 years.

Summary e: Municipal waste water treatment is provided to the site. Changing the site's zoning designation has no impact on the requirement for a waste water treatment.

Summary f-g: Because the uses allowed by the existing and proposed zoning districts are substantially similar, implementation of the proposed project would not substantially alter the quantity or type of solid waste produced at the subject site. Landfills serving the County have sufficient permitted capacity to accept any waste generated at the site.

## **XVIII. MANDATORY FINDINGS OF SIGNIFICANCE**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish and wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	_____	_____	_____	_____✓
b. Does the project have impacts that are individually limited, but are cumulatively considerable? (Cumulatively considerable means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	_____	_____	_____	_____✓
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	_____	_____	_____	_____✓

### **Impact: None**

Summary a: As explained throughout this Initial Study, implementation of the proposed project would not result in serious degradation of the quality of the environment because no physical changes to the site are proposed and the uses that could realistically be established under the proposed R-B zoning district are substantially similar to the uses that could be established under the existing P-N-B zoning district. Based on the evidence in the record, staff finds that the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish and wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to

eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal.

Summary b: No cumulative environmental impacts would result from implementation of the proposed project. As explained throughout this Initial Study, no physical changes to the site are proposed, and because of the site's physical characteristics, the uses that could realistically be established under the proposed R-B zoning district are substantially similar to the uses that could be established under the existing P-B-N zoning district. Additionally, the rezoning of the subject site is intended to better align the existing retail business center with the current demands of a modern shopping center. There is no evidence in the record suggesting that cumulatively considerable environmental effects would result due to approval of the proposed rezone.

Summary c: As explained throughout this Initial Study, the proposed project would result in very few potential impacts and all of the impacts that were identified would be less than significant or even negligible. Nothing in the record indicates that project has the potential to cause substantial adverse effects on humans, either directly or indirectly.



**Article 84-49.6. Lots****84-49.602 Area.**

No building or structure shall be erected or placed on a lot of less than five thousand square feet. (Ord. 77-102).

**84-49.604 Width.**

No building or structure shall be erected or placed on a lot of less than fifty feet in average width. (Ord. 77-102).

**84-49.606 Depth.**

No building or structure shall be erected or placed on a lot of less than ninety feet in average depth. (Ord. 77-102).

**Article 84-49.8. Building Height****84-49.802 Maximum.**

No building or structure or part of it hereafter erected or moved on a lot or building site in this district shall exceed thirty-five feet above the average existing natural ground level at the center of all walls of the building. (Ord. 77-102).

**Article 84-49.10. Yards****84-49.1002 Side.**

No side yards are required except a minimum of ten feet abutting a residential district. (Ord. 77-102).

**84-49.1004 Rear.**

No rear yards are required except a minimum of fifteen feet abutting a residential district. (Ord. 77-102).

**84-49.1006 Setback.**

No setbacks (front yards) are required. (Ord. 77-102).

**Article 84-49.12. Off-street Parking****84-49.1202 Requirements.**

Off-street parking shall be provided as required by Chapter 82-16. (Ord. 77-102).

**Article 84-49.14. Signs****84-49.1402 Requirements.**

Signs are allowed in this district only as authorized and approved in accordance with Chapter 88-8. (Ord. 77-102).

**Article 84-49.16. Open Area****84-49.1602 Requirements.**

Maximum feasible landscaping shall be provided in this district consistent with applicable off-street parking requirements. (Ord. 77-102).

**Article 84-49.18. Development Plans****84-49.1802 Requirements.**

No development is lawful in this district until a development plan for it has been submitted and approved pursuant to Article 84-50.16. Scale drawings indicating soils and geological information shall be included as part of the application for development plan approval. (Ord. 77-102).

**Article 84-49.20. Land Use and Variance Permits****84-49.2002 Granting.**

Land use permits for the special uses enumerated in Section 84-49.404 and variance permits to modify the provisions contained in Sections 84-49.602 through 84-49.802, 84-49.1202, and 84-49.1402 may be granted in accordance with Chapters 26-2 and 82-6. (Ord. 77-102).

**Chapter 84-50****\* N-B NEIGHBORHOOD BUSINESS DISTRICT****Sections:****Article 84-50.2. General****84-50.202 General provisions.****Article 84-50.4. Uses****84-50.402 Uses—Permitted.****84-50.404 Uses—Requiring land use permit.****Article 84-50.6. Lots****84-50.602 Lot—Area.****Article 84-50.8. Building Height****84-50.802 Building height—Maximum.****Article 84-50.10. Yards****84-50.1002 Yard—Side.****84-50.1004 Yard—Setback.**

**Article 84-50.12. Land Use and Variance Permits**  
**84-50.1202 Land use and variance permit—**  
**Granting.**

**Article 84-50.14. Planned District**

- 84-50.1402 Planned district—Purpose.**  
**84-50.1404 Planned district—Enlarged**  
**detailed map.**  
**84-50.1406 Planned district—Erection of**  
**buildings.**  
**84-50.1408 Planned district—Vehicular**  
**access.**  
**84-50.1410 Planned district—Areas on**  
**which no building is erected.**  
**84-50.1412 Planned district—Height**  
**provisions.**  
**84-50.1414 Planned district—Permitted**  
**uses.**  
**84-50.1415 Planned district—Uses allowable**  
**by land use permit.**  
**84-50.1416 Planned district—Land use**  
**permits.**  
**84-50.1418 Planned district—Plans—**  
**Approval.**

**Article 84-50.16. Development Plans**

- 84-50.1602 Development plan required.**  
**84-50.1604 Application.**  
**84-50.1606 Review, approval, changes**  
**conditions.**  
**84-50.1608 Rezoning to N-B district.**

**Article 84-50.2. General**

**84-50.202 General provisions.**

All land within an N-B neighborhood business district may be used for any of the following uses, under the following regulations set forth in this chapter. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159 (part): Ord. 937: Ord. 479).

**Article 84-50.4. Uses**

**84-50.402 Uses—Permitted.**

(a) Uses permitted in the N-B district shall be those uses for the carrying on of a neighborhood business, which is the barter, sale or exchange, to the consumer, of goods and services necessary for the day-to-day maintenance of a family. Neighborhood business uses shall be maintained and conducted wholly within enclosed buildings, except that areas set aside for the

temporary parking of patrons' vehicles need not be enclosed.

(b) Permitted uses shall include the following and other of like character:

- (1) Bakery goods shops;
- (2) Barber and beauty shops;
- (3) Delicatessen shops;
- (4) Drugstores;
- (5) Grocery stores;
- (6) Laundry and cleaning agencies and press shops;
- (7) Meat markets;
- (8) Variety stores;
- (9) Shoe repair shops;
- (10) Professional offices;
- (11) Real estate offices; and
- (12) Accessory signs providing such signs are not rotating, flashing or animated and do not exceed forty square feet of surface area except that double face signs shall be considered as having one surface, and do not exceed twenty-five feet in height. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(a): Ord. 937: Ord. 479).

**84-50.404 Uses—Requiring land use permit.**

In the N-B district, the following uses are permitted after the issuance of a land use permit:

- (1) Structure having three or more residential apartment units;
- (2) Gasoline service stations;
- (3) Accessory signs having more than forty square feet in surface area, or more than twenty-five feet in height, or that are rotating, flashing or animated;
- (4) Where a road, having a right-of-way width of fifty-five feet or less, forms the common boundary between a district of this classification and a district of any residential classification, no access to property in the district of this classification adjacent to such common boundary shall be permitted to or from such road until a land use permit therefor shall have first been obtained. Such permit shall be determined by the effects of traffic upon such a road occasioned by use within such district, the characteristics of the adjacent areas, traffic problems, pedestrian traffic, and other considerations found pertinent to the particular area concerned. (Ord. 67-27 § 1, 1967: Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(b): Ord. 937: Ord. 479).

**Article 84-50.6. Lots**

**84-50.602 Lot—Area.**

All buildings or parts of buildings hereafter erected or altered for use for neighborhood business shall be

situated on a lot at least thirty-five hundred square feet in area, and at least thirty-five feet in average width. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(c): Ord. 937: Ord. 479).

#### **Article 84-50.8. Building Height**

##### **84-50.802 Building height—Maximum.**

No building or structure or part of it hereafter erected for a neighborhood business use shall be more than fifty feet high above the highest point of ground elevation on the lot on which the building is erected. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(d): Ord. 937: Ord. 479).

#### **Article 84-50.10. Yards**

##### **84-50.1002 Yard—Side.**

No side yards are required. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(c): Ord. 937: Ord. 479).

##### **84-50.1004 Yard—Setback.**

Every structure erected for neighborhood business use and every structure accessory to it shall be located at least twenty-five feet from the boundary line of any existing public road or highway. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(f): Ord. 937: Ord. 479).

#### **Article 84-50.12. Land Use and Variance Permits**

##### **84-50.1202 Land use and variance permit—Granting.**

Land use permits for the special uses enumerated in Section 84-50.402 and variance permits to modify the provisions contained in Sections 84-50.602, 84-50.802 and 84-50.1004 may be granted after application in accordance with Chapter 82-6. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(g): Ord. 937: Ord. 479).

#### **Article 84-50.14. Planned District**

##### **84-50.1402 Planned district—Purpose.**

When the board of supervisors finds, after proceedings for the precise zoning of an area have been taken by the planning commission, that one or more contiguous parcels of land are in a location and contain an area of size and shape adequate to provide neighborhood facilities needed to serve adjoining districts, these parcels may be established as a planned neighborhood business district. The purpose of a planned neighborhood business district is to provide an integrated

plan for location of and proper relationships between buildings, control of area and height of buildings, adequate off-street parking, loading facilities, limitation of land uses, and locations of access for pedestrian and vehicular traffic, including ingress to and egress from public streets or ways or from any parcel to the other parcels, in order to provide overall arrangements for shopping facilities best suited to the public use. A planned neighborhood business district is to be established and developed with that purpose in mind, as provided in Sections 84-50.1404 — 84-50.1418. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(h) (part): Ord. 937: Ord. 479).

##### **84-50.1404 Planned district—Enlarged detailed map.**

An enlarged detailed map shall be made a part of the zoning ordinance of this county, designating the parcel or parcels included on it as a planned neighborhood business district. The map shall delineate locations of access, sites for the placement of buildings and spaces about buildings, and off-street parking areas integrated for the district as a whole. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(h)(l): Ord. 937: Ord. 479).

##### **84-50.1406 Planned district—Erection of buildings.**

Buildings may be erected within the sites shown on the enlarged detailed map, but may not exceed in area one-fourth of the total area of the parcel on which the buildings are erected, except that a variance permit to modify this provision may be given by the zoning administrator. The owner of the parcel may erect buildings up to the full one-fourth of total areas but no owner shall subdivide any parcel by selling or conveying any part of the parcel if either the part remaining or any part sold or conveyed contains buildings in excess of one-fourth of the total area: in addition to any other remedy available to parties interested for the violation of this provision, no building permit shall be issued to any person for construction of any building on any part of the subdivided parcel until all parts of the parcel in separate ownerships satisfy the building area limitations of this section. "Building," as used in this section, includes service station pump islands, open or covered storage areas, covered ground floor or multi-storied parking facilities, but does not include covered porches, walkways, colonnades, porticos, peristyles, breezeways, and other structures of similar design and purpose, provided that the areas within such structures are not intended or used for the storage of chattels, the sale of

\*  
P-N-B  
↓

goods or merchandise or the carrying on of any other commercial activity. (Ord. 67-29 § 1, 1967: Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(h)(2): Ord. 937: Ord. 479).

**84-50.1408 Planned district—Vehicular access.**

Vehicular access from public streets to parcels and from one parcel to another shall occur only at the locations indicated on the enlarged detailed map. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(h)(3): Ord. 937: Ord. 479).

**84-50.1410 Planned district—Areas on which no building is erected.**

Areas of any parcel in a planned neighborhood business district on which no building is erected may be used for the following uses and purposes, except that there shall not be obstructions of locations of access other than legally required to prevent acquisition by adverse possession or prescription: walks, drives, curbs, gutters, parking areas, utility structures, light poles, sign poles and signs, and landscaping features. Within areas on which no building is erected at least two and one-half square feet of parking space must be made available for each one square foot of area occupied by buildings on the same parcel; this ratio may be reduced by land use permit to not less than one and one-half square feet of parking space for each one square foot of building area occupied by buildings on the same parcel, when the public body issuing the land use permit finds:

(1) That the reduction will not be contrary to the intent or the purpose of Section 84-50.1402 — 84-50.1418 or contrary to the public interest, safety, health, and welfare;

(2) That because of special conditions or exceptional characteristics of the parcel or its location or surroundings, adherence to the exact limitations of Section 84-50.1402 — 84-50.1418 would be unreasonable;

(3) That reduction of parking area will not impair the integrated plan for shopping facilities in the planned neighborhood business district. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(h)(4): Ord. 937: Ord. 479).

**84-50.1412 Planned district—Height provisions.**

Anything in Section 82-2.008 notwithstanding, no building or part of it located in a planned neighborhood business district shall be more than two stories nor more than thirty feet high to top-plate of the building, and no structure other than a building, including signs, shall be

higher than any building on the same parcel. Signs not attached to any building may have a height not greater than twenty-five feet. The foregoing limitations shall not affect public utilities structures and television antennae. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(h)(5): Ord. 937: Ord. 479).

**84-50.1414 Planned district—Permitted uses.**

Uses allowed in a planned neighborhood business district shall be those allowed in an R-B retail business district and the N-B neighborhood business district except the following which shall not be allowed:

(1) Residential uses including hotels and motels, except living accommodations of an accessory nature;

(2) Nonaccessory signs;

(3) Roof signs, except gasoline service station signs attached to pump islands or pump island canopies;

(4) Cabinet shops, animal hospitals or kennels, animal or poultry husbandry, granaries, dehydration plants, wineries, canneries, agricultural warehouses, sheet metal shops, pawn shops, mortuaries, cemeteries, or crematoriums, and lumber yards;

(6) Those business uses which are not maintained and conducted wholly within enclosed buildings. (Ord. 72-57 § 1, 1972: Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(h)(6): Ord. 937: Ord. 479).

**84-50.1415 Planned district—Uses allowable by land use permit.**

In the N-B district the following uses are allowable by land use permit: Plant nurseries and amusement establishments. (Ord. 72-57 § 2, 1972: prior code § 8159(h)(6½)).

**84-50.1416 Planned district—Land use permits.**

Land use permits for the modification of the enlarged detailed map may be granted only after the owner of the property involved has made application in accordance with applicable county regulations; modifications must be consistent with the purposes and intent of Section 84-50.1402 — 84-50.1418. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(h)(7): Ord. 937: Ord. 479).

**84-50.1418 Planned district—Plans—Approval.**

Plans for building and site development of any parcel shall be submitted to the building inspector by the owner of the parcel with the owner's application for any building permit.



Plans shall show, among other things, grades and contours on that and adjoining parcels and shall provide for loading facilities separate from public entrances to any building. The plans shall be referred by the building inspector to the planning department with the building inspector's request for an approval as to zoning. The planning department shall approve the plans if they provide reasonable loading facilities, conform with the enlarged detailed map, and are consistent with the purposes and intent of Section 84-50.1402 — 84-50.1418. Disputes arising under this section shall be referred to the board of adjustment for administration. (Ord. 1781: Ord. 1721: Ord. 1569: prior code § 8159(h)(8): Ord. 937: Ord. 479).

#### **Article 84-50.16. Development Plans**

##### **84-50.1602 Development plan required.**

No development is lawful in an N-B district until a development plan for it has been submitted to and approved by the zoning administrator. (Ord. 74-36 § 1).

##### **84-50.1604 Application.**

All applications for development plan approval shall include scale drawings indicating the following:

- (1) Topography;
- (2) A boundary survey of the site;
- (3) All existing and proposed structures, and the height and number of dwelling units in each;
- (4) Planting and landscaping areas;
- (5) Automobile parking areas;
- (6) Vehicular and pedestrian ways with grades, widths, and type of proposed improvements;
- (7) Ingress and egress points for the site;
- (8) Existing and proposed utilities;
- (9) Recreational facilities, if any;
- (10) Surface drainage conditions and outlets;
- (11) Building elevations indicating architectural type;
- (12) Additional information as may be required by the zoning administrator including a statement of how the proposed plan is consistent with, and will further the goals and objectives of the general plan including, but not limited to, its community facilities element. (Ords. 85-56 § 6, 73-36 § 1).

##### **84-50.1606 Review, approval, changes conditions.**

(a) Review. The zoning administrator shall review development plan applications, for approval, modification, or denial, in public hearing pursuant to and

otherwise regulated by the land use permit provisions of Chapter 26-2.

(b) Approval. In approving the application, he shall find that it is consistent with the purpose of this district and that it is architecturally compatible with other uses in the vicinity, both inside and outside the district.

(c) Changes. When any plan has been approved by the zoning administrator, it shall not thereafter be changed except with his approval after review, for which he may schedule a public hearing.

(d) Conditions. The zoning administrator may impose reasonable conditions and limitations in addition to the requirements listed in this article, to carry out the purpose of this district. (Ord. 74-36 § 1).

##### **84-50.1608 Rezoning to N-B district.**

(a) An applicant for rezoning to an N-B district may submit simultaneously and in combination with the zoning application, or thereafter but before the board's final zoning decision, an application for approval of a development plan for the property.

(b) Such a development plan application shall be processed and noticed as are those matters designated to come before the zoning administrator, except that it shall be initially heard by the planning commission. The commission's decision shall be a recommendation to the board of supervisors which shall make the final decision on the development plan along with the rezoning. (Ord. 74-36 § 1).

#### **Chapter 84-52**

#### **R-B RETAIL BUSINESS DISTRICT**

##### **Sections:**

##### **Article 84-52.2. General General provisions.**

84-52.202

##### **Article 84-52.4. Uses**

84-52.402

**Uses—Permitted.**

84-52.404

**Uses—Requiring a land use permit.**

##### **Article 84-52.6. Lots**

84-52.602

**Lot—Area.**

##### **Article 84-52.8. Building Height**

84-52.802

**Building height—Maximum.**

**Article 84-52.10. Yards**

- 84-52.1002 Yard—Side.  
84-52.1004 Yard—Setback.

**Article 84-52.12. Land Use and Variance Permits**

- 84-52.1202 Land use and variance permit—  
Granting.

**Article 84-52.14. Special District**

- 84-52.1402 Special district—Generally.  
84-52.1404 Special district—Enlarged,  
detailed map.  
84-52.1406 Special district—Land use  
permits.  
84-52.1408 Special district—Lot area.  
84-52.1410 Special district—Building  
construction.  
84-52.1412 Special district—Areas not  
included in building sites.

**Article 84-52.16. Development Plans**

- 84-52.1602 Development plans required,  
procedure.

**Article 84-52.2. General****84-52.202 General provisions.**

All land within an R-B retail business district may be used for any of the following uses, under the following regulations set forth in this chapter. (Ord. 2011: Ord. 1985: Ord. 1781: Ord. 1569: prior code § 8160(part): Ord. 1046: Ord. 556: Ord. 382).

**Article 84-52.4. Uses****84-52.402 Uses Permitted.**

Uses permitted in the R-B district shall be as follows:

(1) The carrying on of a retail business as defined in Section 82-4.216 provided all the sales, demonstrations, displays, services and other activities of the retail business are conducted within an enclosed building, except that off-street parking shall be permitted;

(2) All of the uses permitted in single family and two family residential districts together with the uses permitted in these districts after the granting of land use permits:

(3) Hotels and motels; and

(4) Accessory signs providing such signs are not rotating, flashing or animated and do not exceed fifty square feet of surface area except that double face signs shall be considered as having one surface, and do not

exceed twenty-five feet in height. (Ord. 2011: Ord. 1985: Ord. 1781: Ord. 1569: prior code § 8160(a): Ord. 1046: Ord. 556: Ord. 382).

**84-52.404 Uses—Requiring a land use permit.**

In the R-B district the following uses are permitted after the issuance of a land use permit:

- (1) Lumber yard;
- (2) Cabinet shop;
- (3) Sheet metal shop;
- (4) Animal hospital;
- (5) Commercial dog kennel;
- (6) Hobby dog kennel;
- (7) Auto garage which includes body repair and painting;

(8) Building contractor's yard;

(9) Structures having three or more residential apartment units. Minimum off-street parking requirements for apartment units shall be as required in Section 84-24.1202;

(10) Other retail businesses where the sales, demonstrations, displays, services and other activities, or some of them, are conducted other than in an enclosed building;

(11) Accessory signs having more than fifty square feet in area, or more than twenty-five feet in height or that are rotating, flashing or animated;

(12) Nonaccessory signs;

(13) Where a road, having a right-of way width of fifty-five feet or less, forms the common boundary between a district of this classification and a district of any residential classification, no access to property in the district of this classification adjacent to such common boundary shall be permitted to or from such road until a land use permit therefor shall have first been obtained. Such permit shall be determined by the effects of traffic upon such a road occasioned by use within such district, the characteristics of the adjacent areas, traffic problems, pedestrian traffic, and other considerations found pertinent to the particular area concerned;

(14) A manufacturing research use which is to be established in an existing fully enclosed building where no alterations, or a minimum amount of alterations, would be required to accommodate such use; and which wholly involves products of small bulk; and which meets the following standards:

(A) No smoke of any kind shall be permitted.

(B) No odors created by any industrial or processing operation shall be perceptible at the property site boundaries.

(C) No discharge into the air of any dust, dirt or particular matter, created by any industrial operation or emanating from any products prior to or subsequent to processing shall be permitted.

(D) No corrosive, obnoxious or toxic fumes or gases shall be permitted.

(E) No heat or glare shall be perceptible at any point beyond the subject boundaries.

(F) No manufacturing, processing or laboratory research shall be permitted which would create or establish an unusually special or dangerous fire or safety hazard to surrounding properties.

(G) No ground vibrations shall be perceptible at the property site boundaries.

(H) No emanation of noise exceeding seventy decibels at the boundaries of the property shall be permitted.

(I) All manufacturing, processing or research operations shall be conducted within enclosed buildings.

(J) All open storage areas shall be screened by solid walls, fences or adequate plantings of not less than six feet in height and in no case shall materials be stacked or stored higher than the screen. (Ord. 68-52 § 2, 1968: Ord. 67-39 § 6, 1967: Ord. 67-27 § 1, 1967: Ord. 2011: Ord. 1985: Ord. 1781: Ord. 1569: prior code § 8160(b): Ord. 1046: Ord. 556: Ord. 382).

#### **Article 84-52.6. Lots**

##### **84-52.602 Lot—Area.**

Lot area provisions for the R-B district shall be the same as those for the N-B district (Section 84-50.602). (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(c): Ord. 1046: Ord. 556: Ord. 382).

#### **Article 84-52.8. Building Height**

##### **84-52.802 Building height—Maximum.**

Building height provisions for the R-B district shall be the same as those for the N-B district (Section 84-50.802). (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(d): Ord. 1046: Ord. 556: Ord. 382).

#### **Article 84-52.10. Yards**

##### **84-52.1002 Yard—Side.**

No side yards are required. (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(e): Ord. 1046: Ord. 556: Ord. 382).

##### **84-52.1004 Yard—Setback.**

Every structure erected for retail business use and every structure accessory to it shall be located at least ten feet from the boundary line of any existing road or highway. (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(f): Ord. 1046: Ord. 556: Ord. 382).

#### **Article 84-52.12. Land Use and Variance Permits**

##### **84-52.1202 Land use and variance permit—Granting.**

Land use permits for the special uses enumerated in Section 84-52.404 and variance permits to modify the provisions contained in Sections 84-52.602 — 84-52.1004 may be granted after application in accordance with Chapter 82-6. (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(g): Ord. 1046: Ord. 556: Ord. 382).

#### **Article 84-52.14. Special District**

##### **84-52.1402 Special district—Generally.**

A single parcel of land, containing at least twenty acres, located in a retail business district, may be developed as a special retail business district as provided in Sections 84-52.1404 — 84-52.1412. (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(h) (part): Ord. 1046: Ord. 556: Ord. 382).

##### **84-52.1404 Special district—Enlarged, detailed map.**

An enlarged detailed map shall be made a part of this chapter and shall state on the map that it is a special retail business district. The map shall delineate, and set forth the conditions for, the placement of buildings and spaces about buildings in legend form on the face of the map and thereby becomes a part of Sections 84-52.1402 — 84-52.1412 and of the detail of the area to which it applies. (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(h)(1): Ord. 1046: Ord. 556: Ord. 382).

##### **84-52.1406 Special district—Land use permits.**

Land use permits for the modification of any of the details set forth on the enlarged detail map may be granted after application under Chapter 82-6. (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(h)(2): Ord. 1046: Ord. 556: Ord. 382).

**84-52.1408 Special district—Lot area.**

In special business districts Section 84-52.1002, regulating lot area, shall not apply. (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(h)(3): Ord. 1046: Ord. 556: Ord. 382).

**84-52.1410 Special district—Building construction.**

The enlarged detail map shall contain precise designations for sites of buildings. Only one building may be constructed within a precise building site, but land use permits to construct additional buildings on the site may be granted after application under Chapter 82-6. (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(h)(4): Ord. 1046: Ord. 556: Ord. 382).

**84-52.1412 Special district—Areas not included in building sites.**

Areas in special retail business districts not included in precise building sites may be used for the following uses and purposes: walks, drives, curbs, gutters, parking areas, accessory buildings to parking areas, and other landscaping features not including buildings or structures, but buildings or structures may be erected in these areas on the issuance of a land use permit for them. (Ord. 2011: Ord. 1985: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8160(h)(5): Ord. 1046: Ord. 556: Ord. 382).

**Article 84-52.16. Development Plans****84-52.1602 Development plans required, procedure.**

No development is lawful in an R-B district until a development plan for it has been submitted and approved pursuant to the procedures in Article 84-50.16. (Ord. 74-36 § 2).

**Chapter 84-54****C GENERAL COMMERCIAL DISTRICT****Sections:****Article 84-54.2. General  
84-54.202 General provisions.****Article 84-54.4. Uses****84-54.402 Uses allowed.****84-54.404 Uses—Requiring land use permit.****Article 84-54.6. Lots****84-54.602 Lot—Area.****Article 84-54.8. Building Height****84-54.802 Building height—Maximum.****Article 84-54.10. Yards****84-54.1002 Yard—Side.****84-54.1004 Yard—Setback.****Article 84-54.12. Land Use and Variance Permits****84-54.1202 Land use and variance permit—Granting.****Article 84-54.16. Development Plans****84-54.1602 Development plans required, procedure.****Article 84-54.2. General****84-54.202 General provisions.**

All land within a C general commercial district may be used for any of the following uses, under the following regulations set forth in this chapter. (Ord. 2011: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8161 (part): Ord. 1046: Ord. 382).

**Article 84-54.4. Uses****84-54.402 Uses allowed.**

The following uses are allowed in C districts:

(1) All types of wholesale businesses, warehouses, freight terminals, trucking yards, lumberyards, cabinet shops, sheet metal shops, auto repair garages, contractor's yards, and uses allowed in single-family and two-family residential districts without or with a land use permit;

(2) Uses allowed in N-B or R-B districts;

(3) Animal hospitals;

(4) Commercial dog kennels;

(5) Accessory signs which are not rotating, flashing or animated, do not exceed eighty square feet in surface area except that double-face signs shall be considered having one surface, and do not exceed twenty-five feet in height. (Ords. 76-36 § 4, 1781 § 8, 1569 § 20: prior code § 8161(a): Ords. 1046 § 3, 697 § 2, 382 § 4D).

**84-54.404 Uses—Requiring land use permit.**

In the C district the following uses are permitted after the issuance of a land use permit:

(1) Transit-mix plants;

Table 1. Zoning Comparison Between P-N-B and R-B, January 2015

Topic	PNB	R-B	More or Less Restrictive
Minimum Lot Area	Discretionary	3,500 sq.ft.	More
Average Width	Discretionary	35	More
Side Yards	Discretionary	None	Less
Front Setback	Discretionary	10 ft. from road/hwy	More
Building Height Max	2.5 stories or 30 ft. to top plate; signs = 25 ft. max	50 ft.	Less
Development Plan Req'd	Yes	Yes	Same
Lot Coverage	25% Max	N/A	Less
Parking	2.5 sq.ft. of parking for every 1 sq.ft. of building	N/A	Less
Variances Allowed?	Yes	Yes	Same

Source: Title 8 Zoning Code

with each General Plan designation and those which might be considered consistent with the Plan category, depending on the particular use.

For example, R-6 and R-7 zoning districts (which require a minimum lot size for new housing units of 6,000 and 7,000 square feet, respectively) are already consistent with the General Plan category of "Single-Family Residential-High Density," because the zoning falls within the density mandated by the Plan designation (5.0 to 7.2 units per net acre). The County's Planned Unit (P-1) zoning district could be considered consistent with any of the General Plan designations. When considering standards referenced in Table 3-5 and in the category definitions, the P-1 district is intended to allow flexibility in the relationship of various buildings, structures, lot sizes, and open spaces while ensuring compliance with the General Plan and County codes and standards that protect public health, safety and the general welfare of the County. The County Community Development Department shall determine plan compliance to standards found in this plan, without exceeding the total density or intensity of the project site as a whole, as specified in the General Plan.

**TABLE 3-5  
CONSISTENCY BETWEEN THE GENERAL PLAN  
AND THE ZONING ORDINANCE**

<b>General Plan Land Use Designation</b>	<b>Zoning Ordinance Districts<sup>1</sup></b>	
	<b>Consistent</b>	<b>Could be Consistent<sup>2</sup></b>
<b>Single Family Residential</b>		
-Very Low Density	R-40, R-65, R-100	P-1, all A districts
-Low Density	R-15, R-20, R-40	P-1, all A districts
-Medium Density	R-10, R-15	P-1, all A districts
-High Density	R-6, R-7, R-10, D-1	P-1, all A districts
<b>Multiple Family Residential</b>		
-Low Density	R-6, D-1, T-1, M-6, M-9	P-1
-Medium Density	T-1, M-9, M-12, M-17	P-1
-High Density	M-17, M-29	P-1
-Very High Density	M-29	P-1
-Very High Density-Special	P-1	
-Congregate Care-Senior Housing	P-1	
Mobile Home	T-1	P-1
Regional Commercial	C, O-1	P-1, R-B
Commercial	C, C-B, R-B, N-B,	P-1
Local Commercial	C, R-B, N-B	P-1
Marina Commercial	C, R-B	P-1
Airport Commercial	P-1	P-1
Office	O-1, A-O	P-1
Business Park	C-M, A-O	C C, P-1
Light Industry	L-I	C, P-1
Heavy Industry	L-I, H-I, W-3	C, P-1
Commercial Recreation <sup>3</sup>	C, C-B, N-B,	R-B, P-1
Mixed Use	P-1	all R, all M, all C and O, LI, P-1, Public and Semi-Public
Public and Semi-Public		all
Parks and Recreation	all A districts	all
Open Space	all A districts	P-1
Agricultural Lands	all A districts	P-1
Agricultural Core	A-40, A-80	P-1
Delta Recreation	A-20, A-40, A-80	P-1
Water		P-1
Watershed	all A districts	P-1
Landfill	A-2	P-1

<sup>1</sup> This inventory presumes that four antiquated zoning districts will be deleted from the County Zoning Ordinance: F-R (Forestry-Recreation); U (Unrestricted); F-1 (Water Recreational); and A-1 (Light Agriculture).

<sup>2</sup> The zoning districts listed under the "Could be Consistent" column could be found consistent with the General Plan designation under certain circumstances, depending upon the specific use that is proposed.

<sup>3</sup> A new district should be added to the Zoning Ordinance which would allow commercial uses specifically related to waterfront areas.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Emergency Ambulance Request for Proposal (RFP) for Exclusive Response Areas (ERA) I, II and V

---

**RECOMMENDATION(S):**

APPROVE the Final Emergency Ambulance Request for Proposal (RFP) with the specific changes as approved by the Board (EMS Director Pat Frost, EMS Agency RFP Facilitator Art Lathrop, and RFP Consultant Rick Keller).

DIRECT the Emergency Medical Services (EMS) Agency, with the assistance of Fitch and Associates to submit the RFP to the California State EMS Authority (EMSA) and upon State approval release the RFP unless the State Authority determines the need for substantive changes which would be brought back to the Board for direction.

**FISCAL IMPACT:**

No general fund impact

**BACKGROUND:**

On December 16, 2014 the Board of Supervisors gave direction to the EMS Agency and Fitch consultants to finalize the Emergency Ambulance RFP for ERA Zone I, II and V and address Fire and EMS stakeholder comments and recommendations received at the December 16th Board meeting. The Board requested that each recommendation be responded to and where possible provide options for the Board to consider for potential inclusion in the RFP. Upon the final approval, the draft RFP will be prepared for submission to the California State EMS Authority.

EMS staff/RFP consultant responses are attached with final draft of the RFP for approval posted on the Board website

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

Contact: Patricia Frost  
313-9554

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: J Pigg, Patricia Frost, C Rucker



as of January 7th. All documents associated with this Emergency Ambulance RFP process can be found at <http://cchealth.org/ems/system-review.php#simpleContained8>.

Status of RFP Timeline (subject to change)

## BACKGROUND: (CONT'D)

### Date Action Item

8/5/2014 EMS Agency recommendations for RFP direction associated with EMS Modernization report to BOS (completed)  
9/17/2014 RFP Stakeholder Development Workshop (completed)  
9/23/2014 Fire BOS RFP Workshop (completed)  
9/25/2014 BOS submission deadline for 10/7 (completed)  
10/21/2014 Draft RFP Workshop to BOS including stakeholder input (completed)  
12/3/2014 RFP Status Update to EMCC  
12/9/2014 Draft RFP Posted to EMS website and distributed to Board and EMS stakeholders with request for written comment  
12/16/2014 Draft RFP to BOS for discussion and direction to finalize  
1/7/2015 Final Draft RFP and responses to stakeholder and public comment posted on EMS website and distributed to Board and EMS Stakeholders  
1/13/2015 Final Draft RFP to BOS for discussion and approval  
Jan TBD RFP to California EMS Authority (EMSA) for approval

### **All dates below are to be determined after EMSA approval**

Feb TBD EMSA RFP amendment period (if required)  
Feb/April 2015 Final RFP to BOS for Approval if EMSA amendment required  
Feb/April 2015 Final RFP Released to Bidders  
April/May 2015 Proposer's Conference  
May/June 2015 Proposals Due  
June 2015 Review Panel Evaluation Period  
July 2015 Recommendation of Review Panel to Health Officer  
July 2015 Health Officer recommendation to BOS Intent to Award  
July/Aug 2015 Final Contract Preparation Period  
Aug/Sep 2015 Final Contract Approved by BOS  
Sept 2015 Ambulance Provider Transition Planning Period  
1/1/2016 New Contract Start

Modified 12/16/2014

## CONSEQUENCE OF NEGATIVE ACTION:

Approval and opening of the emergency ambulance RFP for zones I, II and V may be delayed. Delays may require extension of the Fitch RFP consultant and current emergency ambulance provider contracts may need to be extended.

## CHILDREN'S IMPACT STATEMENT:

Approximately 8-10% of EMS system services are provided to children.

## ATTACHMENTS

EMS RFP Draft 12-31-14  
EMS RFP Draft 12-31-14 - Redlined version  
Power Point Presentation EMS RFP

## **Request for Proposals**

### **Exclusive Operator for Emergency Ambulance Service Contra Costa County, California**



**Release Date:**  
**Proposal Due Date:**  
**Time: 4:00 PST**

#### **Return Location:**

**Contra Costa County EMS Agency**  
**1340 Arnold Drive, Suite 126**  
**Martinez, CA 94553**  
**Attention: Patricia Frost**

# **REQUEST FOR PROPOSAL**

## *Table of Contents*

<b>SECTION I. EMS SYSTEM SUMMARY</b>	<b>1</b>
<b>A. OVERVIEW</b>	<b>1</b>
<b>B. EXCLUSIVE OPERATING AREAS (EOAs)</b>	<b>2</b>
<b>C. PROPOSALS MUST INCLUDE RESPONSE TO TWO SERVICE PLANS</b>	<b>2</b>
<b>D. BACKGROUND</b>	<b>3</b>
<b>E. OVERVIEW OF EMS SYSTEM</b>	<b>4</b>
<b>F. LOCAL EMS AGENCY RESPONSIBILITIES</b>	<b>7</b>
<b>G. CONTRA COSTA EMS SYSTEM IMPROVEMENTS</b>	<b>7</b>
1. <i>Call Transfer and Dispatch</i>	7
2. <i>Call Density Response Zones, Response Time Requirements and Non-performance Penalties Established</i>	8
3. <i>Provider Fatigue</i>	8
4. <i>No Subsidy System</i>	8
<b>H. RELEVANT INFORMATION REGARDING SERVICE AREAS</b>	<b>8</b>
1. <i>Historical Service Volume</i>	9
2. <i>Current Ambulance Service Rates</i>	9
3. <i>ALS Ground Ambulance Transports Not Originating from 9-1-1</i>	9
4. <i>Payer Mix</i>	9
<b>SECTION II. PROCUREMENT INFORMATION</b>	<b>10</b>
<b>A. PERFORMANCE-BASED CONTRACT</b>	<b>10</b>
<b>B. NOTICE TO PROPOSERS</b>	<b>10</b>
<b>C. USE OF OWN EXPERTISE AND JUDGMENT</b>	<b>11</b>
<b>D. PROCUREMENT TIME LINE</b>	<b>11</b>
<b>E. PROCUREMENT PROCESS</b>	<b>11</b>
1. <i>Pre-proposal Process</i>	11
2. <i>Mandatory Proposers' Conference</i>	11
3. <i>Proposal Submission</i>	12
4. <i>Public Proposal Opening</i>	12
5. <i>Additional Proposer Responsibilities</i>	12
6. <i>Notice of Intent to Award</i>	13
<b>F. PROPOSAL INSTRUCTIONS</b>	<b>13</b>
1. <i>Proposal Format</i>	13
2. <i>Required Proposal Format</i>	13
<b>G. PROPOSAL EVALUATION PROCESS</b>	<b>14</b>
1. <i>Proposal Review Panel</i>	14
2. <i>Proposal Review Process</i>	15
3. <i>Method for Competitive Scoring of Price Proposals</i>	17
4. <i>Independent Financial Analysis</i>	17
5. <i>Post-submission Presentation</i>	17
6. <i>Investigation</i>	18
7. <i>Notification</i>	18
8. <i>Debriefing</i>	18
9. <i>Protest</i>	18
10. <i>Withdrawal of Proposals</i>	20
11. <i>Canceling the Procurement Process after Opening</i>	20
12. <i>Award</i>	21
13. <i>Scoring Criteria</i>	21

## Table of Contents

14. RFP Governed by Its Terms	22
<b>H. SCORING MATRIX</b>	<b>22</b>
<b>SECTION III. MINIMUM QUALIFICATIONS</b>	<b>23</b>
<b>A. ORGANIZATIONAL DISCLOSURES</b>	<b>23</b>
1. Organizational ownership and legal structure	23
2. Continuity of business	23
3. Licenses and permits	23
4. Government investigations	23
5. Litigation	23
<b>B. EXPERIENCE AS SOLE PROVIDER</b>	<b>24</b>
1. Demonstrate Capability in Lieu of Experience	24
2. Comparable experience	24
3. Government contracts	24
4. Contract Compliance	24
<b>C. DEMONSTRATED RESPONSE TIME PERFORMANCE</b>	<b>25</b>
<b>D. DEMONSTRATED HIGH LEVEL CLINICAL CARE</b>	<b>25</b>
<b>SECTION IV. CORE REQUIREMENTS</b>	<b>26</b>
<b>A. TWO SERVICE PLANS ARE TO BE ADDRESSED</b>	<b>26</b>
<b>B. CONTRACTOR'S FUNCTIONAL RESPONSIBILITIES</b>	<b>26</b>
1. Basic Services	26
2. Services Description	27
<b>C. CLINICAL</b>	<b>27</b>
1. Clinical Overview	27
2. EMS System Medical Oversight	28
3. Minimum Clinical Levels and Staffing Requirements	29
<b>D. OPERATIONS</b>	<b>32</b>
1. Operations Overview	32
2. Transport Requirement and Limitations	33
3. Response Time Performance Requirements	34
4. Modifications During the Term of Agreement	36
5. Response Time Measurement Methodology	37
6. Response Time Exceptions and Exception Requests	39
7. Response-time Performance Reporting Procedures and Penalty Provisions	41
8. Fleet Requirement	45
9. Coverage and Dedicated Ambulances, Use of Stations/Posts	45
<b>E. PERSONNEL</b>	<b>45</b>
1. Treatment of Incumbent Work Force	45
2. Character, Competence and Professionalism of Personnel	46
3. Internal Health and Safety Programs	46
4. Evolving OSHA & Other Regulatory Requirements	47
5. Discrimination Not Allowed	47
<b>F. MANAGEMENT</b>	<b>47</b>
1. Data and Reporting Requirements	47
<b>G. EMS SYSTEM AND COMMUNITY</b>	<b>51</b>
1. Participation in EMS System Development	51
2. Accreditation	51
3. Multi-casualty/Disaster Response	51
4. Mutual-aid and Stand-by Services	53
5. Permitted Subcontracting	53
6. Communities May Contract Directly for Level of Effort	53
7. Supply Exchange and Restock	54

## Table of Contents

8. Handling Service Inquiries and Complaints	54
<b>H. ADMINISTRATIVE PROVISIONS</b>	<b>54</b>
1. Contractor Payments for Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities (Plan B only)	54
2. No System Subsidy	54
3. Contractor Revenue Recovery	55
4. Federal Healthcare Program Compliance Provisions	55
5. State Compliance Provisions	56
6. Billing/Collection Services	56
7. Market Rights	57
8. Accounting Procedures	58
9. County Permit	58
10. Insurance Provisions	59
11. Hold Harmless / Defense / Indemnification / Taxes / Contributions	59
12. Performance Security Bond	59
13. Term of Agreement	60
14. Earned Extension to Agreement	60
15. Continuous Service Delivery	60
16. Annual Performance Evaluation	60
17. Default and Provisions for Termination of the Agreement	61
18. Termination	62
19. Emergency Takeover	62
20. Transition Planning	64
21. LEMSA's Remedies	64
22. Provisions for Curing Material Breach and Emergency Take Over	64
23. "Lame-duck" Provisions	65
24. General Provisions	66
<b>SECTION V. COMPETITIVE CRITERIA</b>	<b>69</b>
<b>A. CLINICAL</b>	<b>69</b>
1. Competitive Criterion: Quality Improvement	69
2. Competitive Criterion: Clinical and Operational Benchmarking	72
3. Competitive Criterion: Dedicated Clinical Oversight Personnel	74
4. Competitive Criterion: Medical Direction	75
5. Competitive Criteria: Focus on Patients and Other Customers	76
6. Competitive Criterion: Continuing Education Program Requirements	77
<b>B. OPERATIONS</b>	<b>77</b>
1. Competitive Criterion: Dispatch and Communications	77
2. Competitive Criterion: Vehicles	79
3. Competitive Criterion: Equipment	80
4. Competitive Criterion: Vehicle and Equipment Maintenance	81
5. Competitive Criterion: Deployment Planning	82
<b>C. PERSONNEL</b>	<b>83</b>
1. Competitive Criterion: Field Supervision	83
2. Competitive Criterion: Work Schedules	83
3. Competitive Criterion: Internal Risk Management/Loss Control Program	84
4. Competitive Criterion: Workforce Engagement	85
<b>D. MANAGEMENT</b>	<b>86</b>
1. Competitive Criterion: Key Personnel	86
<b>E. EMS SYSTEM AND COMMUNITY</b>	<b>87</b>
1. Competitive Criterion: Supporting Improvement in the First Response System	87
2. Competitive Criterion: Health Status Improvement and Community Education	88
<b>F. INTEGRATION WITH HEALTHCARE PROVIDERS</b>	<b>90</b>
1. Competitive Criterion: Collaboration with Healthcare Providers	90

<b>SECTION VI. FINANCIAL CRITERIA</b>	<b>92</b>
<b>A. FINANCIAL STRENGTH AND STABILITY</b>	<b>92</b>
<b>B. FINANCIAL SITUATION DOCUMENTS</b>	<b>92</b>
1. <i>Financial Statements</i>	92
2. <i>Audited Statements</i>	92
3. <i>Financial Commitments</i>	92
4. <i>Working Capital</i>	92
5. <i>Performance Security</i>	93
6. <i>Financial Interests</i>	93
<b>C. FINANCIAL PROJECTIONS</b>	<b>93</b>
1. <i>Revenue projections</i>	93
2. <i>Revenue Flow Projections</i>	93
3. <i>Expense Projections</i>	93
4. <i>One-Time Start Up and Capital Items</i>	94
5. <i>Pro Forma Summary</i>	94
<b>D. PRICING</b>	<b>94</b>
TABLE 1. CONTRA COSTA COUNTY POPULATION CENTERS	4
TABLE 2. ESTIMATED PAYER MIX	9
TABLE 3. SCORING ALLOCATION	21
TABLE 4. PROPOSAL REVIEW SCORING ALLOCATIONS	22
TABLE 5. RESPONSE TIME COMPLIANCE REQUIREMENTS FOR PLAN A ALL CONTRA COSTA COUNTY EMERGENCY RESPONSE ZONES	36
TABLE 6. RESPONSE TIME COMPLIANCE REQUIREMENTS FOR PLAN B	36
TABLE 7. COUNTY RESPONSE TIME PENALTIES	42
TABLE 8. OUTLIER RESPONSE TIME PENALTIES	43
TABLE 9. BREACH EVENTS AND PENALTIES	44
<b>APPENDICES:</b>	
1. Mandatory Table of Contents	11. Subsidy Request Form
2. Map of Exclusive Operating Area	12. Insurance Requirements
3. Emergency Response Zone Maps	13. Sample Standard County Contract
4. County Ambulance Ordinance	14. Basis for Revenue Projections Template
5. Current Ambulance Zones Map	15. Revenue Flow Projection Template
6. Call Density Response Areas in EOA	16. Expense Budget Templates
7. Current Ambulance Rates	17. One-Time Expense and Capital Budget Template
8. Procurement Timeline	18. Pro Forma Budget Summary Template
9. Required Forms	19. ALS Interfacility Price Sheet
10. Stipulated Ambulance Charges	



## SECTION I. EMS SYSTEM SUMMARY

### A. Overview

**Request for Proposals:** The County of Contra Costa (County) is a political subdivision of the State of California. State law confers on the county's Local Emergency Medical Services Agency (LEMSA) the authority to designate exclusive operating areas (EOA) and to select its emergency ambulance service providers through a competitive process. (California Health and Safety Code, Section 1797.224) Contra Costa County is conducting this procurement and is seeking a qualified ambulance service provider to deliver these and certain related services in accordance with the expectations set forth in this Request for Proposals (RFP).

Each entity responding to this RFP (Proposer) shall submit a written response (Proposal) setting forth the Proposer's qualifications and plans for meeting or exceeding the performance expectations set forth in this RFP. *Proposals must be organized to address each of the items and in the exact order shown in the "Mandatory Table of Contents for Proposals" in Appendix 1.*

The outcome of this RFP will be the selection of a Proposer (Contractor) with whom the County will negotiate an exclusive, performance-based agreement (Agreement) for the provision of 1) an emergency medical transportation system at a "paramedic Advanced Life Support" (ALS) level of service; and 2) non-emergency ALS ambulance transports originating in Contra Costa County. This includes the exclusive right and obligation to (i) respond to 9-1-1 calls and other emergency or urgent medical call requests made through the County PSAPs public safety agencies, and other sources (Emergency Ambulance Requests), (ii) provide care and/or transport patients within the emergency medical services (EMS) system, and (iii) provide care and/or transport other patients requiring ALS ambulance service, when the transports originate in the EOA.

The performance expectations set forth in this RFP and the performance commitments set forth in the selected Proposal will be incorporated in the Agreement as mandatory performance standards.

**Policy Goals of the Procurement:** The County's overarching goals in the conduct of this procurement process are to: (1) promote public health and safety by preventing the loss of life; (2) minimize the physical pain of patients; (3) reduce the costs associated with catastrophic injury or illness; and (4) ensure good value in return for the investments of the customer and the community.

To achieve these overarching goals, the County is working to promote a quality EMS system that includes the following essential elements:

- Prevention and early recognition
- Bystander action/system access
- Medical Dispatch
- Telephone protocols and pre-arrival instructions
- First responder and ambulance dispatch
- First responder services
- Transport ambulance services

- Exchange of health information among providers
- Integration of healthcare providers to improve survival and recovery
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

The County is taking a comprehensive systems approach to the overall EMS system of which ambulance services are one important part. The RFP accordingly identifies geographic and density-based response time zones and calls for the Contractor to meet specified response times within defined timeframes in each of these zones.

This approach also calls for the County to maintain EMS coordination, oversight, and accountability, while allowing the Contractor the flexibility to use its expertise and entrepreneurial talent to manage its day-to-day operations. This model is intended to promote high-quality clinical care, efficiency, economy, reliability, and operational and financial stability.

## **B. Exclusive Operating Areas (EOAs)**

Proposers shall submit a Proposal for the designated Exclusive Operating Area (EOA). The Designated EOA covers most of the territory of Contra Costa County. Not included in the Designated EOA for this procurement are two smaller EOAs covering the territories of the San Ramon Valley and the Moraga-Orinda Fire Protection Districts where paramedic ambulance services are provided by the respective fire districts. (See Map of EOA in Appendix 2)

Proposers must agree to provide the services referred to above for the EOA without any qualification or variation other than as expressly set forth in this RFP.

## **C. Proposals Must Include Response to Two Service Plans**

The LEMSA has determined that the interests of the County can best be met by including two (2) service plans for the provision of emergency medical services within the EOA. These plans are designated Plan A and Plan B.

Plan A includes minor changes in the current system design, performance requirements, and measurement zones. Plan B incorporates more changes as proposed in the March 2014 “EMS Modernization Project Report” (available at <http://www.cchealth.org/ems/system-review.php#simpleContained4> ) to respond to operational, financial, and clinical trends and findings.

Each proposer is required to respond to both of the Plans.

## **D. Background**

The County has historically designated five ambulance zones. Plan A consolidates two of the Zones in East County (D & E) while Plan B consolidates two additional Zones (A & B) in West County. The Zone maps are included in Appendix 3.

The County has established an ambulance ordinance (83-28) that establishes broad standards for the operations, equipment, and personnel of pre-hospital emergency care services. A copy of the ordinance that may be amended is attached hereto in Appendix 4.

Additionally, requirements that are more specific can be found in the County's policies, which are incorporated into the provider agreements. Any successful proposer will be required to have a provider agreement administered by the LEMSA. The County Policies and Procedures can be downloaded at <http://www.cchealth.org/ems/policies.php>.

The EOA is a mix of urban, rural, and wilderness areas. Table 1 (below) lists the county cities and communities with their population.

Table 1. Contra Costa County Population Centers<sup>1</sup>

Community	Population 2013 estimate U.S. Census	ER Zone (*) Notes Rural Response Area Requirements Included
Richmond	107,571	A
San Pablo	29,685	B
El Cerrito	24,086	B
El Sobrante	12,669	B
Kensington	5,077	B
Pinole	18,902	B
Hercules	24,848	B
Rodeo	8,679	B
Crockett	3,094	B
Port Costa	190	Rural B
Concord	125,880	C
Martinez	37,165	C
Pleasant Hill	34,127	C
Pacheco	3,685	C
Clayton	11,505	C
Clyde	678	C
Walnut Creek	66,900	C
Lafayette	25,053	C
Orinda	18,681	MOFD
Moraga	16,771	MOFD
Canyon	842	MOFD
Alamo	14,570	SRFD
Danville	43,341	SRFD
Diablo	1,158	SRFD
San Ramon	72,313	SRFD
Blackhawk	9,354	SRFD
Antioch	107,100	D
Pittsburg	66,695	D
Bay Point	21,349	D
Oakley	38,194	E
Bethel Island	2,137	Rural E
Knighten	1,568	Rural E
Brentwood	55,000	E
Discovery Bay	13,352	Rural E
Byron	1,277	Rural E
Unincorporated	70,509	NA
<b>Total</b>	<b>1,094,205</b>	

In conducting a competitive process for the provision of emergency ambulance services, Contra Costa County is meeting the mandates of the California EMS Act and the Health and Safety Code, Division 2.5, available at [www.emsa.ca.gov](http://www.emsa.ca.gov).

## E. Overview of EMS System

Contra Costa County's LEMSAs, as designated by the County Board of Supervisors pursuant to the California EMS Act, is the Contra Costa Health Services Department. The governing body of the LEMSAs is the Board of Supervisors and the Chief Executive Officer, or Director, is the County Health Services Director. Day-to-day activities and oversight of the County's EMS system is carried out by the County EMS Agency, which is a division of Contra Costa Health Services. Key positions within the County EMS Agency include the County EMS Director, who oversees County EMS activities, and the

<sup>1</sup> Ibid

County EMS Medical Director, who provides EMS medical oversight pursuant to State law. Both these positions report to the Health Services Director, who is the LEMSA director.

A County ambulance ordinance regulates both emergency and non-emergency ambulance service. Emergency ambulance service is further regulated through exclusive operating agreements in each of the County's three EOAs. First responder services are provided by six fire districts and three municipal fire departments. Most first responder services are provided at the paramedic level in accordance with County first responder agreements. Eight hospitals within the county are licensed to provide Basic Emergency Services and designated as emergency ambulance receiving centers. One of these, John Muir Medical Center in Walnut Creek, is a County-designated Level II Trauma Center. The County also has five designated ST-elevation myocardial infarction (STEMI) receiving centers and six stroke receiving centers. Two air ambulances (CalSTAR and REACH) are based in Contra Costa County.

Requests for assistance to medical emergencies typically are made through the 9-1-1 phone system. These calls are answered at a primary Public Safety Answering Point (PSAP) and, when identified as involving a medical emergency, transferred to one of three County-designated medical communications centers located at San Ramon Valley Fire (serving San Ramon Valley Fire), Richmond Police (serving Richmond and El Cerrito Fire Departments), and Contra Costa County Fire (serving Contra Costa County Fire, East Contra Costa County Fire, Rodeo-Hercules Fire, Pinole Fire, Crockett-Carquinez Fire, and Moraga-Orinda Fire).

Personnel at the medical communications centers identify the caller's needs in accordance with EMS priority dispatch protocols, dispatch and/or request appropriate EMS resources, and provide pre-arrival instructions when appropriate. For the areas covered by this RFP, dispatch information, including the ambulance request, is transferred to the ambulance service from Contra Costa County Fire dispatch or Richmond Police dispatch via the Message Transmission Network (MTN), a direct microwave linkage between the medical communications center and ambulance dispatch computer systems. The ambulance contractor is responsible for establishing and maintaining the necessary hardware and software at the contractor's dispatch center to integrate with the County MTN. The ambulance contractor is also responsible for the actual dispatch of requested ambulance resources (specification is available at [http://www.cchealth.org/ems/pdf/mtnspec\\_v1.5.pdf](http://www.cchealth.org/ems/pdf/mtnspec_v1.5.pdf)).

The initial response to a potentially life threatening incident includes both a first response unit and a paramedic-staffed ambulance. Most fire first response is at the paramedic level. Richmond, East Contra Costa County, and Crockett-Carquinez Fire provide first response at the Basic Life Support (BLS) level.

Emergency ambulance service is currently provided by the County's three emergency ambulance contractors, American Medical Response in the areas covered by this RFP covering about 90 percent of the County and by San Ramon Valley Fire and by Moraga-Orinda Fire in their respective districts.

All ambulances responding on emergency calls are required to have one paramedic and one Emergency Medical Technician (EMT) as minimum staffing. Ambulances may be dispatched Code 3

(lights and siren) or Code 2 (immediate response without lights or siren) depending on the priority assigned by the medical communications center.

Currently, the Designated EOA is divided into five (5) Emergency Response Zones (ERZ's) for calculation of ambulance response times and penalties. The zones, shown in Appendix 5, are:

- ERZ A—The City of Richmond
- ERZ B – West County including the Cities of El Cerrito and Pinole Fire Departments, Rodeo-Hercules Fire Protection District, Kensington Fire Protection District, Crockett-Carquinez Fire Protection District, the portion of the Contra Costa County Fire Protection district covering San Palo, El Sobrante, North Richmond, and surrounding unincorporated areas.
- ERZ C—Central County including the area of Contra Costa County Fire Protection District covering the Cities of Clayton, Concord, Lafayette, Martinez, Pleasant Hill, and Walnut Creek and surrounding unincorporated areas served by Contra Costa County Fire.
- ERZ D—East County including Antioch, Bay Point and Pittsburg and surrounding unincorporated areas served by Contra Costa County Fire.
- ERZ E—Far East County including Oakley and Brentwood and unincorporated areas served by East Contra Costa County Fire Protection District.

Patient treatment and transport are carried out under State laws and regulations, as well as County EMS Agency policies and procedures. These policies may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physician at a designated base hospital to obtain direction in management of the patient. Patients are transported to appropriate receiving facilities. Hospital destination is based upon patient preference and County EMS protocols. Critical patients are normally transported to a nearby emergency department or to a specialty care center (trauma, STEMI, stroke), as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Note that County EMS protocols may require transport of certain patients to out-of-county specialty centers or hospital emergency departments. Medical helicopter service is available to transport critical patients when ground ambulance transport time would be excessive and patients meet helicopter transport criteria.

As a part of the STEMI Receiving Center system, the County, in 2011, began implementation of 12-lead EKG transmission from the field to receiving hospital. The ambulance contractor will be responsible for the continued support of this system.

Further information regarding Contra Costa's EMS system can be found in the Contra Costa County Emergency Medical Services Agency's "2013 Annual Program Report" and in the "Emergency Medical Services System Plan" approved by the Emergency Medical Care Committee and adopted by the County Board of Supervisors. Both of these documents are available at the Emergency Medical Services Agency and on the County EMS website at <http://cchealth.org/ems/documents.php>.

## **F. Local EMS Agency Responsibilities**

It is the LEMSA's responsibility to:

- Select and enter into an Agreement with the Contractor;
- Provide contract administration and management services for the Agreement;
- Monitor the EMS system's performance and compliance with the performance based specifications applicable to the Contractor;
- Commit to the continued collaboration to provide high quality first response service on life-threatening incidents;
- Provide medical direction for the system;
- Develop and modify EMS system protocols and procedures;
- Create and sustain coordinated specialty systems of care e.g. Trauma, STEMI, Stroke, Cardiac Arrest, etc.;
- Contract with base hospitals to provide on-line medical control; and
- Secure or provide, in the event of Contractor's default, an alternative EMS delivery system.

## **G. Contra Costa EMS System Improvements**

Changes and improvements in EMS have occurred during the last 10 years and healthcare has changed considerably as has EMS. Numerous studies have been undertaken to ascertain which practices will produce the best patient outcomes and what actions will have minimal positive impacts. Technology has allowed EMS to improve response times and productivity and to provide data for identifying practices that will deliver positive results for the patients and the system.

In preparation for this RFP, the County conducted a review of current practices in collaboration with system stakeholders. The process identified improvement opportunities in the Contra Costa EMS System. Although it is not the LEMSA's intent or desire to create the most expensive, high-performance EMS system in the country, the LEMSA is committed to ensuring that EMS services are delivered at the comparable level of quality and performance enjoyed by users in other good quality and reliably performing EMS systems.

The LEMSA is pursuing its overall goal to update the local EMS system through incorporating system improvements in this RFP and its resulting Agreement.

Changes to the Contra Costa County EMS system are designed to strategically match emergency ambulance resource to patient need, and improve care to patients without undue financial or operational hardship on the Contractor.

### **1. Call Transfer and Dispatch**

The goal for the EMS system is that all Emergency Ambulance Requests for medical assistance be promptly transferred (within 60 seconds) from the medical communications centers to the Contractor. The goal is also for all calls to be prioritized as to acuity level according to protocols approved by the LEMSA. When appropriate, all callers will receive emergency medical pre-arrival instructions according to protocols approved by the LEMSA.



## **2. Call Density Response Zones, Response Time Requirements and Non-performance Penalties Established**

Call Density Response Zones are defined within the EOA. The requirements are based on an analysis of the historical volume and density of calls, as well as population density and city boundaries. Performance requirements are based on call location and call acuity (Priority 1, 2 or 3) as determined through emergency medical dispatch protocols. The details of the response time requirements are provided in detail in Section IV.C.3.

The Contractor's response time clock begins when the call is time stamped as received by the Contractor's dispatch center.

Response time compliance is to be maintained on 90% of all calls. Failure to perform will result in financial penalties and may cause the replacement of the Contractor as described in Section IV.C.7.

Appendix 6 includes maps indicating the Call Density Response Zones within the EOA.

## **3. Provider Fatigue**

Provider fatigue and the impairment associated with the fatigue pose a significant safety risk for patients, partners, and others in the community. Crewmembers working on ambulances in Contra Costa County shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a County declared disaster.

## **4. No Subsidy System**

The Contra Costa County EMS system operated for years without subsidy to ambulance providers. It is the LEMSA's desire that Contra Costa County emergency ambulance providers will continue to operate within the system without additional subsidy, but the financial and operational trends identified in the "EMS Modernization Report" indicate that the operational status quo may require funding support. Plan A includes the opportunity for quantifying additional funds needed by the Contractor during the term of the Agreement, if necessary. Plan B assumes no subsidy from the County or LEMSA.

## **H. Relevant Information Regarding Service Areas**

The LEMSA makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, number of patients or distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models and operational plans and proposals.

## 1. Historical Service Volume

Call volume in the EOA are included in the EMS Agency's annual report and can be downloaded at <http://cchealth.org/ems/pdf/annual-report-2013.pdf>. Three years of call data including date and time of call, priority of call, longitude/latitude, location, and city are available at #####. The location information has been altered to mask actual response locations by randomly adding or subtracting a number between one (1) and four (4) from the numerical portion of the street address. There has been no independent validation of this data and Proposers are encouraged to use their own means to analyze the information to determine response and transport volumes. The LEMSA does not guarantee any number of responses or transports.

## 2. Current Ambulance Service Rates

Current providers are required to receive approval of rates from the LEMSA and County. The current ambulance service rates are included in Appendix 7.

## 3. ALS Ground Ambulance Transports Not Originating from 9-1-1

Ground ALS ambulance transports originating within the EOA that are not routed through the Emergency Ambulance Request (9-1-1) system – specifically the ALS interfacility transports – are included in the EOA scope of services. These transports were not previously included in the EOA's exclusivity and the quantity, origins, destinations, and time of calls are not available. The Agreement will include such transports, granting the Contractor the exclusive right to provide these services and the Proposers should use their own expertise while conducting their due diligence to quantify the ALS interfacility transports.

## 4. Payer Mix

The current provider reports the following transport volume and payer mix information in Table 2.

Table 2. Estimated Payer Mix

Payer	Percent of Transports
Medicare & Medicare HMO	42.9%
Medi-Cal & Medi-Cal HMO	26.3%
Insurance	14.4%
Private Pay & Other	16.4%
<b>Total</b>	<b>100.0%</b>

Since the payer mix determines potential revenue recovery and anticipated healthcare changes may have a significant impact on the payers, the Agreement will provide that should the Contractor demonstrate to the LEMSA's satisfaction that the insured category is at least three (3) percent lower than listed or that the MediCal or self pay category is at least three (3) percentage points higher than identified, the variation will be grounds for a rate adjustment as provided in Section IV.G.3.b. For example, if Medi-Cal transport percentages exceed 29.3% the Contractor can request a rate adjustment.

## **SECTION II. PROCUREMENT INFORMATION**

### **A. Performance-based Contract**

The result of this procurement will be the award of a performance-based contract. The Agreement will require the Contractor to achieve and maintain high levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not suffice to meet the requirements of the Agreement with respect to prescribed performance requirements. Failure to meet specified service standards will result in financial penalties and may lead to termination of the Agreement.

The essential areas where performance must be achieved include:

- Ambulance response times;
- Ambulance equipment and supply requirements;
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure;
- Clinical performance consistent with approved medical standards and protocols;
- Management and field supervision;
- On-going training and continuing education;
- Collaboration with other emergency responders and medical personnel;
- Comprehensive quality improvement and compliance activities and results;
- Accurate and timely reporting; and
- Customer and community satisfaction with the services provided.

The Agreement is not a level-of-effort contract. In submitting its Proposal, the Proposer is agreeing to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required by the EMS System Specifications.

### **B. Notice to Proposers**

The issuance of this RFP does not commit the LEMSA to accept proposals, complete the selection process, award a contract, or pay any costs incurred in the preparation of a Proposal responding to this RFP. The LEMSA reserves the right to reject any or all Proposals received at any point in the procurement process, or to cancel the RFP in whole or part if the LEMSA, in its sole discretion, so determines.

Submission of a proposal by a Proposer shall constitute an agreement to the provision for public announcement. The LEMSA intends to post the Proposals within twenty-four hours (24) of the public opening.

Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against the LEMSA or the County that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be made publically available.

## **C. Use of Own Expertise and Judgment**

Each Proposer must use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Agreement. As used here, “methods” includes, without limitation, compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organizations strategies and activities.

## **D. Procurement Time Line**

The Procurement Time Line is included in Appendix 8 (the Procurement Time Line). Any changes to the Procurement Time Line will be published on the LEMSA website and organizations requesting the RFP will be notified by the LEMSA.

## **E. Procurement Process**

Administrative support for this process will be provided to the LEMSA by county Health Services Department (HSD).

### **1. Pre-proposal Process**

Questions regarding this RFP should be submitted in writing to:

Patricia Frost,  
EMS Director  
Contra Costa County EMS Agency  
1340 Arnold Drive, Suite 123  
Martinez, CA 94553  
Facsimile (925) 646-4379  
Patricia.Frost@hsd.cccounty.us

Questions or requests for clarification regarding the RFP will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. on the date specified in the Procurement Time Line (Appendix 8).

### **2. Mandatory Proposers' Conference**

A Proposers' conference will be held on the date identified in the Procurement Time Line (Appendix 8) to allow County staff and consultants to discuss all relevant issues associated with the Request for Proposal and to permit Proposers an opportunity to ask questions. Each Proposer will be limited to not more than four (4) representatives in attendance.

Proposers shall submit, in writing, any questions about the RFP that they would like answered at the Proposers' Conference no later than three (3) working days before the conference. This will allow for a more thorough response.

The Proposers' Conference may be taped and answers to questions will be posted to the LEMSA website following the conference. Oral answers at the conference will not be binding on the LEMSA. Any changes or clarifications to the Request for Proposal made following the Proposers' Conference will be distributed to all potential Proposers who attend the Proposer's Conference and posted on the LEMSA website. The Proposers' conference is mandatory.

### **3. Proposal Submission**

Each Proposer must submit one (1) original and ten (10) copies of its Proposal by 4:00 p.m., Pacific Time on the date specified in the Procurement Time Line (the Deadline). A CD-ROM, or other electronic storage device, of the Proposal and attachments in Microsoft Word or PDF format shall accompany each Proposal. Any Proposals received after the deadline will not be considered. Proposals shall remain in effect for a period of one hundred and twenty (120) days after the Deadline. Proposals shall be submitted in a sealed container. The outside of the container and each Proposal shall be labeled "Exclusive Operator for Emergency Ambulance Service Proposal For Contra Costa County, California" and the Proposer's name.

One (1) original and five (5) copies of the required Financial Documents shall be included in the sealed container but placed in a separate, sealed envelope marked with the Proposer's name and labeled "Financial Documents." The Financial Documents are described in Section VI.

Proposals shall be delivered to:

Contra Costa County EMS Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Attention: Patricia Frost

### **4. Public Proposal Opening**

All proposals received prior to the Deadline shall be marked with a proposal number (EMS-1, EMS-2, etc.) and the date and time of receipt and kept unopened and secured in a locked area. Such Proposals shall be publicly opened at 1340 Arnold Drive, Suite 126, Martinez, CA 94553, at the time and date specified in the Procurement Time Line. The RFP number, submission date, general description of service being requested, and name of each Proposer will be recorded and read aloud to the persons present. The contents of the Proposals shall not be reviewed or disclosed at the public opening.

### **5. Additional Proposer Responsibilities**

At any time following the opening of Proposals, the LEMSA may request a Proposer to provide additional information or documentation regarding its Proposal. Proposers will also be requested to make a formal oral presentation to the proposal review panel (the Review Panel) and to respond in person to questions from the panel. Such requests must be fulfilled by the Proposer or its Proposal may be rejected.

## **6. Notice of Intent to Award**

The LEMSA will issue a "Notice of Intent to Award." At the time of the issuance of the Notice of Intent to Award, non-winning proposers' right to protest will become ripe, and LEMSA staff will begin the process of placing the contract award on a future agenda of the Board of Supervisors for recommendation. Although the Notice of Intent to Award may tentatively identify a Board of Supervisors meeting date upon which the award recommendation will be considered, such date selection shall not be binding upon the LEMSA or the County. If there are any delays in the procurement timeline, all Proposers will be notified by the LEMSA.

## **F. Proposal Instructions**

### **1. Proposal Format**

Proposals should be concise and directly respond to the required information in this RFP. To facilitate the evaluation process, Proposals shall be limited in size.

The entire Proposal and exhibits shall be contained within two (2) 2-inch, three-ring binders. One binder shall contain the narrative (Proposal Narrative) and the second the exhibits (Proposal Exhibits). Excepted from these restrictions are any information submitted in response to Sections III.A.4 and 5, below.

The Proposal Narrative shall adhere to the following specifications:

- Easily readable font, no smaller than 10 point;
- Line spacing no smaller than 1 ½ lines;
- Single sided page printing;
- Standard 8 ½" by 11" paper;
- Pages must be numbered sequentially; and
- Pages are limited to 250 pages per binder excluding title page, table of contents, and dividers

All attachments and exhibits shall be inserted in the second binder. Each exhibit and attachment shall be labeled and referenced in the narrative.

### **2. Required Proposal Format**

#### **a) Mandatory Table of Contents**

The Proposal Narrative shall respond to each topic listed in the Mandatory Table of Contents in the exact sequence that the topics appear in the Mandatory Table of Contents. The Proposal must utilize the stipulated section and heading titles and numbering set forth in the Mandatory Table of Contents. The response to each item must contain all of the information that the Proposer is providing with respect to that topic. The response may incorporate by reference information contained in the Proposal Exhibits, but may not incorporate by reference any information contained in other portions of the Proposal Narrative. With the exception of information appearing in a Proposal Exhibit that is expressly referenced in a

response, information not set forth in the portion of the Proposal Narrative clearly identified as responding to a specific topic on the Mandatory Table of Contents may be disregarded in the rating of the Proposal. Reviewers may disregard information submitted in the Proposal if it is not included in the mandated location defined by the Mandatory Table of Contents.

**b) Required Proposal Sections**

The Proposal Narrative shall be divided into the following five sections:

- Section I     Executive Summary.
- Section II    Required Forms as specified in Appendix 9 of this RFP
- Section III   Proposer's demonstration of the appropriate credentials and ability to meet the minimum qualifications set forth in Section III of this RFP
- Section IV   Proposer's response to the basic performance and operational requirements set forth in Section IV of this RFP (the Core Requirements). Failure to commit to each of the Core Requirements may result in the Proposal being disqualified and deemed unresponsive.
- Section V    Proposer's response to the competitive criteria set forth in Section V of this RFP (the Competitive Criteria). The Competitive Criteria will be reviewed, evaluated, and scored in the Proposal review process.

Proposals shall provide all information requested in this RFP in the order that it is requested. Performance standards for emergency ambulance service are identified in multiple sections of this RFP and shall be addressed in the manner stipulated for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal Narratives to provide additional detail.

## **G. Proposal Evaluation Process**

### **1. Proposal Review Panel**

The Proposal review process shall be managed by the LEMSA through its Consultant. A multi-disciplinary panel of four (4) independent EMS professionals shall be selected by the Consultant with approval of the LEMSA to evaluate and rank Proposals. A fifth member of the Review Panel will be selected by the County and be an independent resident of the County. Meetings of the Review Panel will be closed to the public. The outcome of the deliberations of the Review Panel shall be submitted to the LEMSA. The LEMSA shall review the submission and may consider any and all other pertinent information.

To assure a fair process, members of the Review Panel will be instructed to avoid discussing any Proposal or the RFP process with any Proposer or other individual not present during the evaluation prior to the public announcement of the outcome of the deliberation. Until the outcome of the deliberations of the Review Panel has been submitted to the Health Services Director, Proposers shall avoid any communications regarding Proposals or the RFP process with any member of the Review Panel, Board of Supervisors, LEMSA or County staff outside of the formal procurement process



during the period commencing with the release of the RFP until either the expiration of the protest period or the resolution of any protest that may be filed. The names of the Review Panel members will not be disclosed prior to the RFP submission deadline. If it is determined that a Proposer attempted or had such precluded communications, or otherwise at any time attempted to unduly influence the selection process except in a manner explicitly approved in the RFP, Proposer's Proposal may be disqualified.

## **2. Proposal Review Process**

The review of the proposals will determine whether the Proposers meet minimum requirements and qualifications, verify that the Proposers agree to meet all of the Core Requirements, and score each of the Competitive Criterion resulting in points being assigned to each Proposal.

The detailed proposal evaluation process will encompass three stages.

- a) The Review Panel will review the documentation provided in each Proposal to determine if the Proposer meets the Minimum Qualifications. Each criterion will be scored on a pass/fail basis. If the Reviewers identify a Proposal that does not meet Minimum Qualifications, the Proposal or Proposals not meeting all Minimum Qualifications will be referred to the LEMSA. The LEMSA will make a recommendation to the Health Services Director for final determination. Proposals that, in the judgment of the Health Services Director, do not meet the minimum requirements for experience, qualifications, and financial capabilities will be considered unresponsive and disqualified.
- b) The Review Panel will then review the documentation in the Proposals related to the Core Requirements. The Proposals must include an affirmative statement agreeing to each Core Requirement without qualification. If any Proposer fails to include affirmative agreement to the Core Requirements or with the minimum requirements listed in Section V (the Minimum Requirements), the Review Panel will refer the nonconforming Proposal or Proposals to the LEMSA. The LEMSA will confer with the Health Services Director and the Health Services Director will make a final determination. If the exceptions to the Core Requirements and Minimum Requirements in the Proposal(s) are deemed material in the sole opinion of the Health Services Director, the Proposal will be considered unresponsive and disqualified. If the exceptions are not deemed material, the Health Services Director may waive the irregularity and allow the proposal review to continue or may request additional information from the Proposer to resolve the exception.
- c) The Review Panel will then evaluate, compare, and score the Competitive Criteria.
- d) After completion of the Review Panel's review and scoring of the Proposals, the consultants will calculate the points and combine with the pricing points and will present the results to the LEMSA for consideration.

The responses to the Competitive Criteria set forth in the Proposals shall be reviewed and rated as follows:

- Each member of the Review Panel shall read each Proposal prior to the convening of the panel.
- The Review Panel will convene and be provided with an overview of the review and rating process.
- The information provided to document the Minimum Qualifications will be reviewed and scored as either pass or fail.
- The responses to the Core Requirements and Minimum Requirements will be reviewed to confirm an affirmative and unqualified acceptance of the provisions.
- Each criterion of the Competitive Criteria will be evaluated separately (e.g. Clinical Offerings, Operational Proposals, etc.). After a full discussion is completed for a specific Competitive Criterion, each Review Panel member will complete the individual ranking sheet for that Competitive Criterion using the scoring guidelines set forth below.
- The ranking sheet completed by each reviewer will be collected by the Consultant, who will enter the ratings into the master score sheet that will be used to calculate the total points awarded to each Proposal.
- The scores applicable to pricing will be calculated by the Consultant and combined with the scores resulting from the panel's review.
- Subsequent to the Proposers' presentations to the Review Panel, the Review Panel will reconvene and each Reviewer will be allowed to view and modify any scores awarded to a Proposal if he or she believes that information presented or answers received in response to Review Panel member inquiries would, in the Reviewer's sole opinion, justify a scoring change for specific criteria.
- After the Review Panel has completed the review of all Proposals, the scores of the reviewers will be averaged to determine the total points awarded to each Proposal for the Competitive Criteria.
- The Competitive Criteria will include separate scores for each of the two Plans (A and B) when applicable.
- The results of the Review Panel and the rankings of the Proposals will be combined with the scores derived from the Financial Analysis conducted by a separate, independent organization. The combined scores will be forwarded to the Health Services Director.
- The Health Services Director will, after consideration of the Review Panel rankings and scores and any other relevant factors, make his or her recommendation to the County Board of Supervisors (Board). The Health Services Director shall identify to the Board, as the tentative awardee, the Proposal receiving the highest score from the Review Panel unless the Health Services Director: (i) identifies a material procedural error in the procurement process; (ii) determines that the procurement process has failed to achieve the LEMSA's goals as set forth in this RFP; or (iii) subsequent investigation of Proposer receiving the highest score reveals material information for the Health Services Director to conclude that the best interests of Contra Costa County and the LEMSA would not be served by the recommendation. In the event of any such exception, the Health Services Director shall set forth in writing the basis for his or her tentative decision.
- The final decision regarding an award shall rest with the Board.

The consulting firm shall observe and serve as staff to the Review Panel.

### 3. Method for Competitive Scoring of Price Proposals

Prices for all calls originating from the 9-1-1 system are predetermined and presented in Appendix 10.

Points will be awarded only for the proposed pricing of ALS interfacility transports and based on the following calculation:

#### *ALS non-emergency transports (not originating from 9-1-1)*

ALS Non-emergency Base Charge	\$ <u>X</u>
Mileage Charge: multiply the proposed per-mile charge times 12 miles	\$ <u>Y</u>
Oxygen Charge: multiply the proposed oxygen charge times 90 percent	\$ <u>Z</u>
Weighted Charge	\$ <u>X+Y+Z</u>

The proposal with the lowest weighted charge will receive the maximum available score assigned to pricing under the RFP. Other proposals will be scored by multiplying the percentage by which their weighted charge exceeds the lowest proposed weighted charge and subtracting that amount from the maximum available score.

For example, the RFP is structured to allow 50 points for price. If the Weighted Charge for Proposal #1 is \$1,000, for Proposal #2 is \$1,100, and for Proposal #3 is \$1,500. Proposal #1 has the lowest charges, so it receives 50 points for pricing. Proposal #2 exceeds Proposal #1 by 10%, so it receives 45 points for pricing. Proposal #3 exceeds Proposal #1 by 50%, so it receives 25 points for pricing.

### 4. Independent Financial Analysis

The County has engaged an independent entity to analyze, express an opinion, and rate the financial aspects of Proposals. This will include expressing an opinion on the Proposers' financial strength, pro forma projections (including revenue and expense projections), the ability of the Proposers to identify and fund initial startup costs and the on-going ability of the Proposers to fund losses if projections are underestimated.

The criteria evaluated in the Financial Analysis process will be scored with the same 5-point scale used by the Review Panel. The scores resulting from the Financial Analysis will be combined with the scores resulting from the Review Panel's findings.

### 5. Post-submission Presentation

Proposers will be asked to meet with the Review Panel to present a brief overview of their Proposals and answer questions. The date of the Proposers' presentations is included in the Procurement Timeline.

## **6. Investigation**

Upon completion of Review Panel evaluations, the Consultant may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may include, without limitation, site visits, reference checks, financial inquiry, or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

The LEMSA reserves the right to continue its investigation of representations made by a Proposer after contract award and throughout the term of the Agreement. The furnishing of false or misleading information during the procurement process may constitute a major breach of the Agreement even if discovered after contract award.

## **7. Notification**

Proposers will be notified of the status of their Proposal (recommended for selection, not recommended for selection, or disqualified) following completion of the proposal review process. Notification will be by electronic mail to the address listed in the Proposal.

If a Proposal is disqualified, the Proposer will be notified, in writing, of the specific reason that caused the disqualification.

At the completion of the Review Panel's evaluation process and the Health Services Director's receipt and consideration of the panel's deliberations, the Health Services Director will issue a Notice of Intent to Award.

## **8. Debriefing**

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Proposer for the purpose of receiving information concerning the evaluation of the Proposer's submission. The request must be in writing, dated, signed either by the Proposer or a legally authorized individual on behalf of the Proposer and be received by the County's EMS Agency at 1340 Arnold Drive, Suite 126, Martinez, CA 94553, within three (3) working days following the County's issuance of the "Notice of Intent to Award". Each requesting Proposer will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Review Panel determinations of the company's submitted proposal as it relates to the evaluation criteria as stated herein. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria.

## **9. Protest**

Within fourteen (14) calendar days following issuance of the Notice of Intent to Award, non-successful Proposers shall have the right to file a protest (the Protest). A Proposer filing a Protest (Protester) must follow the procedures set forth herein. Protests that do not follow these procedures shall not be considered. Notwithstanding any other protest or appeal procedures, the protest procedures herein constitute the sole administrative remedy available to the Protesters under this

RFP. Only entities which were non-successful Proposers shall have standing to file Protests. Any Protest not filed and received by the Health Services Director within the fourteen (14) day period shall be conclusively deemed waived.

**a) Filing a Protest**

The Protest of the Notice of Intent to Award must be in writing. The written Protest must be hand delivered, electronically transmitted, or mailed to:

Contra Costa County EMS Agency  
Patricia Frost, EMS Director  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Facsimile (925) 646-4379  
Patricia.Frost@hsd.cccounty.us

Protests will be considered filed when they have been received at the above address. Upon the filing of any protest, the full contents of the protest will promptly be made available to all proposers by LEMSA staff.

**b) Contents of Protest**

The written Protest must contain the following information: 1) the name, street address, electronic mail address, and telephone and facsimile number of the Protester; 2) signature of the Protester or its authorized representative; 3) grounds for the Protest; 4) copies of any relevant documents; 5) the form of relief requested; and 6) the method by which the Protester would like to receive the initial written Protest decision. The written Protest must clearly state the grounds for the Protest. Protests should be concise and logically arranged.

**c) Grounds for Protest**

Protests shall be based only on the following grounds: The Protester believes that its proposal should have been selected had the LEMSA followed the procedures and adhered to requirements set forth in the RFP.

**d) Protest Resolution Process**

**(1) Informal Meeting with Health Services Director**

The initial review of any protest will be conducted by the Health Services Director. Upon receipt of the Protest, the Health Services Director will schedule, at the earliest possible convenience, meeting(s) between the Protester and appropriate county staff to clarify the issues and/or attempt to seek informal resolution. The Health Services Director will notify the protesting party and all Proposers of his or her decision in writing.

**(2) Formal Review by Independent Hearing Officer**

The Protester may appeal the Health Services Director's decision by filing a written Notice of such Appeal within five (5) business days of the issuance of the Health Services Director's decision. If an Appeal of the Health Services Director's decisions is filed, the Health Services Director shall forward the Protest and Notice of Appeal to the hearing officer designated by the County for the hearing of any Appeals filed in connection with

this RFP within three (3) business days of receipt of the Notice of Appeal. The Health Services Director may also forward additional documents or other information to the Hearing Officer.

The Hearing Officer shall conduct an independent, de novo review of the Appeal to determine whether the grounds for the Appeal have merit. Only the information contained in a timely Protest shall be considered by the Hearing Officer, who has the authority to request additional information from the Protester, LEMSA, or Director to clarify or confirm information submitted in a timely submitted Protest to assist with his/her review of the Appeal. The Hearing Officer will issue a written decision on a timely submitted Appeal within fifteen (15) calendar days of its receipt; however, the time for decision may be extended by the Hearing Officer with advance written notice to the Protester and the Director. The decision of the Hearing Officer shall be final.

**e) Remedies**

If the Hearing Officer sustains a Protest in whole or in part, the Hearing Officer shall have the sole discretion to determine an appropriate remedy in accordance with applicable laws and procedures, including the procedures set forth in this RFP. In determining the appropriate remedies, the Hearing Officer may consider the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the LEMSA, the urgency of the procurement, and the impact of the recommendation(s) on the public's health and safety.

**f) Stay of Procurement Action during a Protest**

A final award shall not be made while a Protest is pending. However, LEMSA staff may otherwise proceed with negotiations toward the contract provided for in this RFP; subject to the resolution of any Protest. Once the Hearing Officer has issued his/her decision on the Protest, if the Protest is denied the procurement process may proceed as though no Protest was filed. In addition, in the event that a Protest substantially delays this procurement process, the LEMSA may, in its discretion, engage in contracting activities for interim ambulance service until the procurement process can move forward and a permanent Agreement can become effective.

## **10. Withdrawal of Proposals**

Once submitted, Proposals may be withdrawn by the Proposer at any time prior to the Deadline by written notice to the LEMSA.

## **11. Canceling the Procurement Process after Opening**

The LEMSA may, in its discretion, cancel this procurement process at any time up to the formal approval and execution of the Agreement. In the event the LEMSA cancels the procurement, it shall set forth the reasons why the public interest is best promoted by such cancellation.

## 12. Award

The decision on contract award will be made by the Contra Costa County Board of Supervisors following the recommendation from the Health Services Director. If for any reason the selected Proposer is unable to enter into the Agreement in a timely manner in accordance with the time interval identified in the Procurement Time Line for contract negotiation, the Health Services Director, upon direction from the Board, may proceed toward selection of an alternate Proposal, cancel the process, or otherwise proceed as may be required in the public interest and consistent with applicable law. However, the above action does not eliminate the fact that if the initial awarded party is in breach of the contract, the County is entitled to seek any and all damages for such breach, including loss of time, cost of resources and attorney fees.

## 13. Scoring Criteria

The goal of this procurement is to select the Contractor based on clinical and operational quality of service, while also containing service costs to the public and ensuring financial stability. To achieve this end, the Proposals will be scored on three categories; first, Competitive Criteria, which are designed to objectively identify Proposals that will provide for higher service quality and cost effectiveness. Second, Proposals will be scored based on the service charges to be imposed by the Proposer for the ALS interfacility transports. In addition, the financial strength of the Proposer and the reasonableness of its financial projections will be scored independently.

Since this process is focused on a comparison of the Proposers' responses to the Competitive Criteria, the review and scoring of the proposals will be based on comparing responses of Proposers to each of the criterion. Each criterion will be allocated a specific number of maximum available points.

During the deliberations of the Review Panel, minimum requirements for each of the Competitive Criterion will be described to the reviewers and the reviewers will then discuss the item and any offerings that have been presented to exceed minimum requirements. Once the discussion is completed, each Reviewer will independently evaluate the criterion and mark the rating sheet in the applicable category described below.

The points awarded for the criterion will be based on the reviewer's opinion of each proposal's commitment to the relevant item being reviewed. Five potential ratings will be available for the reviewer. They are:

**Table 3. Scoring Allocation**

Rating	Poor	Adequate	Good	Very Good	Excellent
Percentage of total points for criterion	0%	25%	50%	75%	100%

Each of the Competitive Criteria stipulates minimum requirements that must be addressed and accepted by the Proposers. Failure to address and commit to the minimum requirements may result in the disqualification of the Proposal as being unresponsive. No points will be awarded to the



Proposal that offers to only meet the minimum requirements. Points are awarded only to Proposals that exceed minimum requirements for a specific criterion.

#### 14. RFP Governed by Its Terms

This RFP shall be conducted in accordance with the terms set forth within it. It shall be construed in a manner consistent with applicable law and rules including, but not limited to, the California State Emergency Medical Services Act, Contra Costa County Ordinances, and published procurement guidelines of the California State EMS Authority. Such authorities may be consulted for the resolution of ambiguities and to provide terms not expressly provided herein.

## H. Scoring Matrix

The Competitive Criteria are organized in Section V into categories. The maximum points available for each category of Competitive Criteria are set forth below.

**Table 4. Proposal Review Scoring Allocations**

Category Title		Total Points
1	Credentials and Qualifications	Pass/Fail
2	Core Requirements	Agree/Exception
3	Competitive Criteria-Minimum Requirements	Agree/Exception
4	Competitive Criteria-Commitment to Clinical Quality	300
5	Competitive Criteria-Operations Management	300
6	Competitive Criteria-Commitment to Employees	250
7	Competitive Criteria-Management and Administration	175
8	Competitive Criteria-Commitment to EMS System and Community	275
9	Competitive Criteria-Healthcare Integration	275
10	ALS Interfacility Pricing	75
11	Financial Qualifications	Pass/Fail
12	Financial Strength and Projections	350
<b>TOTAL POSSIBLE POINTS</b>		<b>2,000</b>

## **SECTION III. MINIMUM QUALIFICATIONS**

### **A. Organizational Disclosures**

The Proposer must be a single legally established entity, but there are no preclusions of multiple organizations forming an entity to respond to this RFP. If such a “joint venture” is proposing on this RFP, questions regarding experience, organizational structure, financial strength, and other items in this RFP must be answered for each member of the “joint venture.” The Proposer must provide the following information about its organization, experience, litigation, licenses, investigations, and other items:

#### **1. Organizational ownership and legal structure**

The Proposer shall describe its legal structure including type of organization, its date, and state of formation.

#### **2. Continuity of business**

The Proposer shall provide the organization’s background and number of years under present business name, as well as prior business names.

#### **3. Licenses and permits**

The Proposer shall provide copies of business or professional licenses, permits or certificates required by the nature of the contract work to be performed. If Proposer does not have a local operation, examples of state licenses, and local permits for other operational locations may be submitted to fulfill this requirement.

#### **4. Government investigations**

The Proposer shall provide a listing of all federal, state, or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer’s organization and any parent or affiliated organization within the last three (3) years. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from government investigations including any continued obligations of the Proposer or describe status and expected outcome of open investigations.

#### **5. Litigation**

The Proposer shall provide a listing of all resolved or ongoing litigation involving the Proposer’s organization including resolution or status for the last five (5) years. This listing shall include litigation brought against the Proposer’s organization or affiliated organization and any litigation initiated by the Proposer’s organization or affiliated organization against any governmental entity or competing ambulance service. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC

FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from litigation or describe status of open litigation.

## **B. Experience as Sole Provider**

The Proposer must demonstrate its experience as a sole provider of paramedic emergency ambulance services for a specified area comparable in size and population to the Exclusive Operating Area defined in this RFP. A population greater than 300,000 in a service area is acceptable as a comparable service area. Documentation shall include:

### **1. Demonstrate Capability in Lieu of Experience**

If the Proposer does not have direct comparable experience in being the sole provider of paramedic emergency ambulance service, the Proposer must document in detail how it intends to fulfill its obligations specified in this RFP. This may be done by providing a comprehensive deployment plan identifying the ambulance locations, unit-hour distribution, and procedures from redeploying resources based on demand. Alternatively, the Proposer may delineate personnel who have such experience and that these individuals will be actively and directly involved in the delivery of services in the EOA.

### **2. Comparable experience**

The Proposer must document the areas in which it has provided comparable services (as described above) in the past five (5) years, the locations of these services, population, description of services and a jurisdictional contact. This documentation shall include a letter from a government official confirming the ability to provide exclusive emergency paramedic ALS ambulance service and the length of time such services have been provided. Proposer shall document that it currently provides comparable services for a minimum of three (3) consecutive years. Letters and documentation of sole provider status are limited to three jurisdictions.

### **3. Government contracts**

The Proposer shall provide a list of exclusive service area emergency ambulance service contracts completed or ongoing during the last five (5) years including the term or date of termination of the agreement, the services provided, the dollar amount of the agreement and the contracting entity.

### **4. Contract Compliance**

The Proposer shall detail any occurrence of its failure or refusal to complete a contract with a governmental entity for which the Proposer was providing emergency ambulance services. This shall specifically state whether the Proposer or affiliated organization was found in material breach of the contract and the reasons why the contract was terminated. If the Proposer has been found in material breach of a governmental contract or if the Proposer “walked away” from its obligations

under a governmental contract within the last five (5) years, the Proposal may be rejected as not complying with Minimum Qualifications.

### **C. Demonstrated Response Time Performance**

The Proposer must provide documentation of its demonstrated ability to meet response time requirements similar to those required in this RFP.

Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create the reports may also be submitted.

If the Proposing organization does not have mandated response times in its exclusive emergency ambulance service area, the Proposer must submit adequate documentation of plans, procedures, and deployment strategies to demonstrate the organization has the knowledge and expertise to comply with mandated response times.

### **D. Demonstrated High Level Clinical Care**

The Proposer must provide documentation of its demonstrated ability to provide high-level clinical care.

Documentation may include descriptions of clinical sophistication and high levels of performance in systems in which it operates. The organization should describe how it ensures consistent, high-quality clinical care and how it is able to verify and document its clinical competency and performance improvement activities. This should include clinical protocol compliance, skills verification, training methodology and minimum commitments per provider including systematic assessment of EMS core performance metrics and clinical guidelines as defined by the Local EMS Agency<sup>2</sup>, California EMS Authority<sup>3</sup> and National Association of EMS Officials.<sup>4</sup>.

---

<sup>2</sup> <http://cchealth.org/ems/quality.php>

<sup>3</sup> <http://www.emsa.ca.gov/CEMSIS>

<sup>4</sup> <http://www.nasemso.org/>

## SECTION IV. CORE REQUIREMENTS

### A. Two Service Plans are to be Addressed

This RFP includes two separate Service Plans – Plan A and Plan B. Plan A includes minimal changes to the current EMS System and Plan B incorporates most of the recommendations found in the EMS Modernization Report. The separate requirements of the Service Plans are noted in this Section, Core Requirements, and in the Competitive Criteria, and in the Pricing and Financial sections.

The Proposer must respond to and complete all attestations and requirements for each Plan. The County will make the determination of which Plan will be used by the EMS System after the selection of the highest scoring Proposal.

Each of the elements of the separate Plans are highlighted by using differing font colors in this document to facilitate the Proposers' responses.

- Plan A will be highlighted in "PURPLE"
- Plan B will be highlighted in "GREEN"

### B. Contractor's Functional Responsibilities

Contractor shall provide all emergency ambulance services originating in the EOA. Emergency Ambulance Services are defined as all requests for an immediate paramedic ambulance response from 9-1-1, radio communications, other phone numbers, observation, or any other source within the EOA. Such Emergency Ambulance Services shall be provided in accordance with the requirements of State Health and Safety Code Sections 1797 et seq., Division 48 and of the Contra Costa County Ordinance 83-28, and all regulations promulgated there under including any amendments or revisions thereof. In performing services under the Agreement, Contractor shall work cooperatively with the LEMSA and its EMS Director as the contract administrator (Contract Administrator). All references to the Contract Administrator herein shall be construed to also include the EMS Director and/or any other LEMSA employee or representative that the EMS Director may designate.

#### 1. Basic Services

In consideration of the LEMSA's referral to Contractor of Ambulance Service requests originating in the EOA, Contractor shall perform the following services to the complete satisfaction of LEMSA:

- a) Contractor shall provide continuous, around-the-clock, emergency ambulance services, without interruption throughout the term of the Agreement.
- b) Contractor shall provide emergency ambulance services without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
- c) The Proposal will be retained and incorporated into the Agreement by reference, except that in the case of any conflicting provisions, the provisions contained in the Agreement shall prevail.

- d) Contractor shall participate in pilot or research programs that the EMS Medical Director (defined below) and Contract Administrator may authorize from time to time. The Contract Administrator may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the EMS Medical Director. Contractor agrees that Contractor's participation in the pilot projects shall entail no additional cost to the County or the LEMSA. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described in the Agreement.

## **2. Services Description**

Contractor shall be responsible for furnishing all emergency ambulance services for all residents and other persons physically present in the EOA. Such emergency ambulance services shall be provided at the paramedic level.

Contractor shall be the sole ground ambulance organization authorized by the LEMSA in the awarded service area covered under this RFP to provide Emergency Ambulance Services and ALS interfacility ambulance services. All requests for EMS originating in the County and processed through the County designated medical communication centers will be referred to Contractor or its subcontractor, as provided herein. Contractor may subcontract services only as provided herein and with the prior written approval of the LEMSA director.

## **C. Clinical**

### **1. Clinical Overview**

The LEMSA's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and are generally consistent with the direction provided in the National Highway Traffic Safety document, *The EMS Agenda for the Future*, and the core recommendations of the *Institute for Medicine report on EMS: Emergency Medical Services: At the Crossroads*,<sup>5</sup> and the *ACEP Strategy for a National EMS Culture of Safety*.<sup>6</sup>

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced and disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.<sup>78</sup>

---

<sup>5</sup> National Highway Traffic Safety Administration. (1996). *Emergency Medical Services Agenda for the Future*. Washington, DC: United States Department of Transportation.

Institute of Medicine. (2006). *Emergency medical services: At the crossroads*. Washington, DC: National Academies of Science.

<sup>6</sup> <http://www.emscultureofsafety.org/wp-content/uploads/2013/10/Strategy-for-a-National-EMS-Culture-of-Safety-10-03-13.pdf>

<sup>7</sup> Institute of Medicine. (2001). *Crossing the Quality Chasm: A new Health System for the 21st Century*. Washington, DC: National Academies of Science.

## **2. EMS System Medical Oversight**

The LEMSA shall furnish medical control services, including the services of a system EMS Medical Director (EMS Medical Director) for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians). The LEMSA's EMS Medical Director does not relieve the Contractor from employing its own medical director as mandated by state and LEMSA requirements.

### **a) Medical Protocols**

Contractor shall comply with medical protocols and administrative policies established by the LEMSA, as well as other requirements and standards established by the EMS Medical Director.

Contractor shall document compliance with system of care operational and medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel).

Medical protocols shall be reviewed and updated by the LEMSA on a periodic basis with input from system participants. Current Medical Protocols are available at the LEMSA website.

### **b) Direct Interaction with Medical Control**

Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's medical leadership (EMS Medical Director, base hospital physicians and LEMSA clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential.

### **c) Medical Review/Audits**

The Contractor is required to participate in LEMSA's continuous quality improvement (CQI) program. The goal of the patient safety and medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of trends, system variation and random sampling of patient contacts provides mechanisms to measure the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process and outcome measures in monitoring and improving care. It is the Contractor's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

As part of LEMSA CQI processes or incident investigation, the EMS Medical Director may require that any employee of the Contractor attend a medical audit when deemed necessary.

---

<sup>8</sup> Institute of Healthcare Improvement Open School as we are a member organization  
<http://www.ihl.org/education/IHIOpenSchool/Courses/Pages/OSInTheCurriculum.aspx#California>



Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

### **3. Minimum Clinical Levels and Staffing Requirements**

#### **a) Ambulance Staffing Requirements**

All Ambulances rendering Emergency Ambulance Services under the Agreement shall be staffed and equipped to render paramedic level care and transport with a minimum of one (1) state licensed and locally accredited Paramedic and one (1) California certified EMT to respond to requests from the County designated PSAPs. The paramedic shall be the caregiver with ultimate responsibility for all patients.

An "Emergency Ambulance" is defined as a transport ambulance responding to requests for emergency medical services staffed with at least one paramedic and one EMT.

#### **b) Personnel Licensure and Certification and Training Requirements**

All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and credentialed, as appropriate, to practice in Contra Costa County. Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under this Agreement. LEMSAs certification/licensure requirements may be downloaded from the LEMSAs website. At a minimum, the Contractor shall ensure that ambulance personnel receive in addition to the required training defined in State and LEMSAs policies, the following training and/or certifications.

##### **(1) Required Trauma Training**

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in PreHospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire or execution of the Agreement.

##### **(2) Required Pediatric Training and Performance**

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in pediatric Education for Prehospital Personnel (PEPP) or Pediatric Advanced Life Support (PALS). All paramedics shall be required by Contractor to complete training within six (6) months of hire. Contractor shall retain on file at all times, copies of the

current training documentation and valid certifications of all PEPP or PALS qualified paramedics performing services under this Agreement.

Contractor will supplement required PEPP or PALS training with annual infant and pediatric simulation training focused on early recognition and management of pre-arrest and other life threatening conditions.

Contractor will require all field personnel to review prehospital procedures for Safely Surrendered Baby Program.

**(3) Required Institute of Healthcare Improvement (IHI) Certificate of Patient Safety, Quality and Leadership**

Contractor Quality, Clinical and Supervisory personnel shall complete an IHI Open School online certificate in Patient Safety, Quality and Leadership within 18 months of hire. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications for specified personnel under this Agreement.

**(4) Company and EMS System Orientation and On-Going Preparedness**

Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospitals, receiving hospitals, and County communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, cultural awareness, performance improvement and the billing and reimbursement process.

**(5) Preparation for Multi-casualty Incident**

Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the Contra Costa Multi-Casualty Incident Plan, which is on file at the LEMSA, and prepare them to function in the medical portion of the Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

**(6) Required Assaultive Behavior Management Training**

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.

**(7) Driver Training**

Contractor shall maintain an on-going driver-training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the LEMSA initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

**(8) Infection Control**

Contractor shall create a culture focused on infection prevention that focuses on aggressive hygiene practices; personal protective equipment and competency-based training in donning and doffing PPE (e.g. eye protection, gloves, etc). The Contractor shall develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure.

Contractor will comply with county local infectious disease reporting program and strictly enforce policies for infection prevention and control. These policies shall conform to all Federal, State and local statutes, directives and guidelines including, but not limited to, CALOSHA and the CDC. It is the county expectation that the Contractor will adopt procedures that meet or exceed all requirements for dealing with these matters.

**(9) Critical Incident Stress Management**

Contractor shall establish a repetitive stress and critical incident stress action plan. Included shall be an ongoing stress reduction program for its employees and access to trained and experienced professional counselors. Plans for these programs shall be submitted to the Contract Administrator for approval.

**(10) Homeland Security**

Contractor and Contractor's employees shall participate in and receive training in Incident Command System (ICS) and Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.

**(11) HIPAA Compliance**

Contractor shall provide initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services.

**(12) Compliance**

Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for

Ambulance Suppliers.<sup>9</sup> This training is one component of the Compliance Plan required of the Contractor.

Proposer shall describe how it intends to comply with the above training and certification requirements. The Proposer will delineate how these programs will be provided, by whom, where, and other information to help the LEMSA understand the Proposer's commitment to meet these Core Requirements.

## D. Operations

### 1. Operations Overview

The performance specifications set forth in this RFP encourage continuous improvements in the level of service provided in Contra Costa County. The RFP provides clarification of expectations and accountability. The following provisions define these expectations, core requirements, and activities required of the Contractor.

#### a) Emergency Response Zones

The Emergency Response Zones (ERZ) are separately delineated areas, which have two levels of ambulance call density. The call density designations are defined as high density/urban-suburban and low density/rural. The call density designations within the ERZ are distinguished by response times. The Call Density area designations of the ERZ are included in Appendix 6.

As previously described, the current system utilizes five (5) ERZ, A through E. The two Plans to be addressed in the response to this RFP have four (4) ERZ in Plan A, and three (3) ERZ for Plan B.

Under Plan A, the Designated EOA is divided into four (4) Emergency Response Zones (ERZ's) for calculation of ambulance response times and penalties. The zones, shown in Appendix 3, are:

- Zone A – City of Richmond
- Zone B—West County, not including the City of Richmond (Cities of El Cerrito, San Pablo, Kensington, Rodeo, Hercules, and Pinole and surrounding unincorporated areas, including areas served by Rodeo-Hercules Fire and Crockett-Carquinez Fire)
- Zone C—Central County (Cities of Clayton, Concord, Lafayette, Martinez, Pleasant Hill, and Walnut Creek and surrounding unincorporated areas served by Contra Costa County Fire)
- Zone D—East County (Cities of Antioch and Pittsburg and surrounding unincorporated area served by Contra Costa County Fire, Cities of Brentwood and Oakley and unincorporated areas served by East Contra Costa County Fire)

---

<sup>9</sup> Federal Register / Vol. 68, No. 56 / Monday, March 24, 2003

Under Plan B, the Designated EOA is divided into three (3) Emergency Response Zones (ERZ's) for calculation of ambulance response times and penalties. The zones, shown in Appendix 3, are:

- Zone A—West County (Cities of Richmond, El Cerrito, San Pablo, Kensington, Rodeo, Hercules, and Pinole and surrounding unincorporated areas, including areas served by Rodeo-Hercules Fire and Crockett-Carquinez Fire)
- Zone B—Central County (Cities of Clayton, Concord, Lafayette, Martinez, Pleasant Hill, and Walnut Creek and surrounding unincorporated areas served by Contra Costa County Fire)
- Zone C—East County (Cities of Antioch and Pittsburg and surrounding unincorporated area served by Contra Costa County Fire, Cities of Brentwood and Oakley and unincorporated areas served by East Contra Costa County Fire)

**b) All Emergency and Non-emergency ALS Ambulance Calls**

The RFP is to result in a contract assigning an exclusive operating area provider for all Emergency Ambulance Requests originating within the EOA and received through the 9-1-1 system as well as those emergency calls received through means other than 9-1-1. The RFP also includes ALS interfacility transports originating in Contra Costa County.

**c) Primary Response to Isolated Peripheral Areas of the EOA**

While the Contractor has the exclusive right to all emergency calls originating in the EOA, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, LEMSA requires the Contractor to make a good faith effort to execute a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction. The LEMSA will approve an appropriately structured agreement to use the closer ambulances.

**d) Substantial Penalty Provisions for Failure to Respond**

The Contractor is to deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches. In the event the Contractor does not respond with an ambulance to an emergency medical call, the penalty assessed is substantial, beginning at \$10,000 per incident. These are rare and isolated events that may never occur and should not be confused with late or outlier responses. Examples of Failure to Respond include the failure of dispatch to notify a crew to respond to a request for ambulance services, failure of a crew to respond to a request from dispatch, and diversion of an ambulance crew to another call without reassigning and sending an ambulance to the initial request.

## **2. Transport Requirement and Limitations**

As outlined in greater detail in other sections, Contractor has an obligation to respond to all emergency medical requests in the County and provide ambulance transport. However, there are limitations and flexibilities as described herein.

**a) Destinations**

Contractor shall be required to transport patients from all areas of the County, in accordance with the LEMSA Medical Control Destination Protocols included in LEMSA's policy manual.

**b) Prohibition against Influencing Destination Decisions**

Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the destination policy.

**3. Response Time Performance Requirements**

"Response times," as defined in Section IV.D.5 below (Response Time Measurement Methodology), are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, the LEMSA will not limit Contractor's flexibility in the methods of providing ambulance service. This is based upon Contractor's commitment to conform to the Response Time standards set forth below (the Response Time Standards). Therefore, an error on Contractor's part in one phase of its operation (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the medical dispatch center as to when the call is transferred to the Contractor and integrated with the time stamping of the Contractor's computer aided dispatch system. The County and the LEMSA will work with the Contractor to assure that the Contractor's dispatch clocks can be synchronized to the medical communications center dispatch CADs.

**a) Description of Call Classification**

These Specifications outline four (4) priorities with which Contractor must comply by meeting specified Response Times. The call classification as Emergency or Non-Emergency and as Priority 1 through 3 is accomplished by presumptive prioritization in accordance with the then current Emergency Medical Dispatching protocols as approved by the LEMSA. The fourth priority includes ALS non-emergency interfacility transfers originating within the EOA.

**b) Response Time Performance Requirements**

The two areas -- designated as high call density (A) and low call density (B) -- will be used for Response Time monitoring, reporting, and compliance purposes. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

**(1) Potentially Life Threatening Emergency Response (Priority 1)**

Priority 1 responses are defined by the dispatch protocols used by the County medical dispatch centers as approved by the EMS Medical Director.

Contractor shall place an Emergency Ambulance on the scene of each life-threatening emergency assignment as presumptively designated by the Contractor's dispatch center

as Priority 1 within the specified Response Time for that ERZ and call density level on not less than 90 percent of all Priority 1 response requests.

The applicable Response Time performance requirements are specified in Tables 5 & 6

For every presumptively defined life-threatening emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

**(2) Non-Life Threatening Emergency Response (Priority 2)**

Priority 2 responses are defined by the dispatch protocols used by the County medical dispatch centers as approved by the EMS Medical Director.

Contractor shall place an Emergency Ambulance on the scene of each non-life threatening emergency assignment as presumptively designated by the Contractor's dispatch center as Priority 2 within the specified Response Time for that ERZ and call density level on not less than 90 percent of all Priority 2 response requests as measured within any consecutive 30-day period.

The applicable Response Time performance requirements are specified in Tables 5 & 6.

**(3) Non Emergency Response (Priority 3)**

Priority 3 responses are defined by the dispatch protocols used by the County medical dispatch centers as approved by the EMS Medical Director.

Contractor shall place an emergency Ambulance on the scene of each non-emergency assignment as presumptively designated by the Contractor's dispatch center as Priority 3 within the specified Response Time for that ERZ and call density level on not less than 90 percent of all Priority 3 response requests as measured within any consecutive 30-day period.

The applicable Response Time performance requirements are specified in Tables 5 & 6

**(4) Interfacility ALS Non-emergency Transports (Priority 4)**

Priority 4 requests for ambulance service are defined as non-emergency transports at the ALS level of service.

Contractor shall place an ALS ambulance on the scene of at least 90 percent of all Priority 4 scheduled ambulance requests within fifteen minutes zero seconds (15:00) of the scheduled time. This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than three hours from the time the call is received in the Contractor's Dispatch Center.



If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level requests.

If a request for non-emergency transportation is received without a three-hour notice the Response Time requirement will be arrival of the ambulance at the patient location within 60 minutes of the time of the request.

#### c) Summary of Response Time Requirements

Tables 5 & 6 summarize the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ, density level, and priority.

**Table 5. Response Time Compliance Requirements for Plan A**  
All Contra Costa County Emergency Response Zones

Priority Level	ERZ	Compliance	High Call Density Urban/Suburban	Low Call Density Rural
Priority 1	A	90%	≤ 10:00	N/A
Priority 1	B, C, D	90%	≤ 11:45	≤ 20:00
Priority 1	D (Bethel Island)	90%	≤ 16:45	≤ 20:00
Priority 2	A, B, C, D	90%	≤ 15:00	≤ 30:00
Priority 3	A, B, C, D	90%	≤ 30:00	≤ 45:00
Priority 4	A, B, C, D	90%	+/- 15 minutes (scheduled) or ≤ 60:00 minutes	N/A

**Table 6. Response Time Compliance Requirements for Plan B**  
All Contra Costa County Emergency Response Zones

Priority Level	ERZ	Compliance	High Call Density Urban/Suburban	Low Call Density Rural
Priority 1	A, B, C	90%	≤ 12:45	≤ 20:00
Priority 2	A, B, C	90%	≤ 15:00	≤ 30:00
Priority 3	A, B, C	90%	≤ 30:00	≤ 45:00
Priority 4	A, B, C	90%	+/- 15 minutes (scheduled) or ≤ 60:00 minutes	N/A

#### 4. Modifications During the Term of Agreement

The County is planning improvements to medical dispatch during the term of the Agreement. It is expected that more specific prioritization of calls will be implemented (i.e. MPDS). At that time response time requirements will be modified.

The LEMSA also recognizes that continuing research is being completed related to the continuum of care for medical events, including the relevance of time intervals. The LEMSA will work with the Contractor to modify response time requirements based on benefits derived by the system's patients.

Also, call density changes will occur which may expand areas that are categorized as Low Call Density necessitating changes to assign these areas the High Call Density designation.

In summary, it is expected that changes to the Response Time Requirements, ERZs, and Call Density designations will be evaluated and implemented during the term of the Agreement.

## **5. Response Time Measurement Methodology**

Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Tables 5 & 6 above. At the end of each calendar month, a date within the last 15 days of the month will be randomly selected. This date will represent the end date of the 30-day compliance measurement period.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

### **a) Call Receipt**

The Contractors' Response Time clock begins at "Call Receipt" which is defined as when the communications center that directly dispatches the ambulances receives adequate information to identify the location of the call and the priority level, or 30 seconds of receipt, whichever is less.

### **b) At Scene**

"At Scene" time means the moment the first Emergency Ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Dispatch that it is fully stopped. Only the arrival of a transport capable ambulance shall constitute "At Scene." This does not include a supervisory or other non-transport capable unit. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

### **c) Response Time**

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or the time it is cancelled by a public safety agency.

### **d) Failure to Report at Scene Time**

In instances when ambulance crews fail to report "At Scene," the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, Contractor may document the actual arrival time through other means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

**e) Calculating Upgrades, Downgrades, Reassignments and Canceled Responses**

From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

**(1) Upgrades**

If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 1), Contractor's compliance and penalties will be calculated based on the shorter of:

- a) Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or
- b) The lower priority Response Time Standard

For example, a call is initially dispatched as a Priority 3 (non-emergency) and it is upgraded to a Priority 2 (non-life threatening emergency). The applicable response time requirement will be shorter of the Priority 3 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade plus the Priority 2 Response Time.

**(2) Downgrades**

If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 1 to Priority 2), Contractor's compliance and penalties will be determined by:

- a) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or
- b) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of the LEMSA, the longer standard will apply.

**(3) Reassignment en route**

If an Emergency Ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted.

**(4) Canceled Calls**

If an assignment is cancelled prior to arrival on the scene by the emergency ambulance, Contractor's compliance and penalties will be calculated based on the elapsed time from Call Receipt to the time the call was canceled.

**f) Response Times outside EOA are Excluded**

Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the EOA. Responses to requests for service outside the EOA will not be counted in the total number of calls used to determine compliance.

**g) Each Incident a Separate Response**

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

**h) Response Time Compliance for Individual Emergency Response Zones**

Response time requirements for the Emergency Response Zones shall be reported and utilized for compliance purposes. Specifically, all responses in each ERZ for each priority level are calculated. These calculations will be used for determination of any penalties.

**i) Equity in Response Times throughout the County**

The LEMSA recognizes that equity in Response Times is largely based upon call and population densities within the service area. In developing Response Time Standards, the LEMSA has established two (2) call density designations, low and high-density.

The LEMSA may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the low call density zones become equal to or greater than the call density to the adjacent high call density zone, then that area will be considered for reclassification for Response Time compliance. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the density designations.

The LEMSA reserves the right to look at any area of the EOA to identify if there are pockets of poor Response Time performance and refer such findings to the Contractor for mitigation.

## **6. Response Time Exceptions and Exception Requests**

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Times Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request for Emergency Ambulance Services shall be included except as follows:

**a) Multi-casualty Disaster**

The Response Time requirements may be suspended at the sole discretion of the LEMSA during a declared multi-casualty incident, medical advisory or disaster in Contra Costa County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by the LEMSA.

**b) Good Cause**

The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to: incorrect or inaccurate dispatch information received from the PSAP or calling party; disrupted voice or data radio transmission (not due to Contractor equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls or off-road locations.

Remote calls are defined when the patients' locations are greater than ten (10) road miles from the nearest boundary of the high-density area.

Extended delays at hospitals for transferring patients to receiving facility personnel may be considered as potential good cause exceptions at the sole discretion of the LEMSA.

Equipment failure, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

Contractor is expected to mitigate all and any delays associated with potential or actual work actions without interrupting EMS System Service delivery.

**c) Exception Request Procedure**

It is the Contractor's responsibility to apply to the LEMSA for an exception to a required Response Time.

If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to the LEMSA and request that the LEMSA exclude these runs from calculations and late penalties. Any such request must be submitted via the method specified by the LEMSA and received by the Contract Administrator within 10 calendar days of the completion of the response. A request for an exception received after the 10 days will not be considered. The Contract Administrator or designees will review each exception request and make a decision for approval or denial.

At the sole discretion of the LEMSA, calls with extended Chute Times (the time interval from Dispatch to ambulance En Route) of more than two (2) minutes may be excluded from

consideration as Exceptions. All decisions by the Contract Administrator shall be considered final.

## **7. Response-time Performance Reporting Procedures and Penalty Provisions**

### **a) Response Time Performance Reporting Requirements**

#### **(1) Documentation of Incident Time Intervals**

The Contractor shall document all times necessary to determine total ambulance Response Time including, but not limited to, time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report Form (PCR) and in Contractor's computer aided dispatch system. The Contractor will provide an interface with the computer aided dispatch database and Electronic Patient Care Report Form (EPCR) database for the LEMSAs to extract and corroborate Response Time performance. Contractor may not make changes to times entered into the CAD after the event. Only LEMSAs personnel may make changes to times within the computer. The contractor may request such changes from the LEMSAs when errors or omissions are discovered. The LEMSAs have sole discretion whether changes to times are acceptable.

#### **(2) Response Time Performance Report**

Within 10 business days following the end of each month, the Contractor's dispatch center shall document and report to the LEMSAs and the County, in a manner required by the LEMSAs, information as specified in Section IV.D.

- a) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
- b) Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.
- c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

### **b) Penalty Provisions**

Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance under the Agreement. However, severe or chronic deviations of Response Time compliance may constitute a default of the Agreement as defined below.

**(1) Penalty for Failure to Report On-scene Time**

Contractor shall pay LEMSA a \$250 penalty each time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

**(2) Penalty for Failure to Comply with Response Time Requirements**

Contractor shall pay LEMSA a penalty each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for all responses in the categories represented in Table 7 below.

Failure of the Contractor to achieve at least 88% Response Time compliance in each of the ERZ for Emergency Ambulance requests will require that the Contractor submit and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with Response Times.

**Table 7. County Response Time Penalties**

***Emergency Ambulance Requests - Priority 1 Responses for each of the ERZ***

<b>Compliance %</b>	<b>Penalty</b>
<b>≥ 89% &lt; 90%</b>	<b>\$15,000</b>
<b>≥ 88% &lt; 89%</b>	<b>\$25,000</b>
<b>&lt; 88%</b>	<b>\$50,000</b>

***Emergency Ambulance Requests - Priority 2 Responses for each of the ERZ***

<b>Compliance %</b>	<b>Penalty</b>
<b>≥ 89% &lt; 90%</b>	<b>\$5,000</b>
<b>≥ 88% &lt; 89%</b>	<b>\$10,000</b>
<b>&lt; 88%</b>	<b>\$15,000</b>

***Emergency Ambulance Requests - Priority 3 Responses for each of the ERZ***

<b>Compliance %</b>	<b>Penalty</b>
<b>≥ 89% &lt; 90%</b>	<b>\$2,500</b>
<b>≥ 88% &lt; 89%</b>	<b>\$5,000</b>
<b>&lt; 88%</b>	<b>\$7,500</b>

***Non-Emergency ALS Interfacility Transports - Priority 4 Responses for entire EOA***

<b>Compliance %</b>	<b>Penalty</b>
<b>≥ 89% &lt; 90%</b>	<b>\$4,000</b>
<b>≥ 88% &lt; 89%</b>	<b>\$6,000</b>
<b>&lt; 88%</b>	<b>\$7,500</b>



**(3) Repetitive Non-Compliance**

Penalties are based on measurement of response time performance for all responses within the EOA and each ERZ and grouped by priority level. The different density areas within each ERZ will be grouped for compliance measurement. Priority 4 responses (non-emergency ALS) will be reported for compliance measurement for the entire EOA and not included with the priority levels in each ERZ.

The Contractor is required to report performance for each priority level in each ERZ and in the designated ambulance zones. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances on non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to LEMSA within 30 days of being notified of repetitive non-compliance by LEMSA. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement.

Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.

**(4) Penalties for Outlier Responses**

An "Outlier" Response Time is defined as a Response Time that is excessive for the category, such that it represents a potential threat to health and safety (Outlier). A penalty shall be imposed for any call for which the actual Response Time equals or exceeds the applicable "Outlier Response Time" set forth in Table 8. Penalties shall be based on ERZ and the Priority level assigned to the call.

The outlier penalty is in addition to a penalty assessed for failure to meet the Response Time compliance requirements.

**Table 8. Outlier Response Time Penalties**

Priority Level	Outlier Response Times		Penalty per Outlier
	High Call Density	Low Call Density	
Priority 1	>18:59	>29:59	\$1,500
Priority 2	>22:59	>44:59	\$1,000
Priority 3	>29:59	>59:59	\$750
Priority 4	>29:59 late for scheduled >89:59 for non-scheduled		\$500

**(5) Additional Penalty Provisions**

The LEMSA may impose financial penalties for minor or major breaches of the Agreement. For example, the Agreement will include penalties relating to the failure to

provide reports and information to the LEMSA by specified due dates, failing to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport. LEMSA may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in the following Table 9. The following specific penalties shall be included in the Agreement:

**Table 9. Breach Events and Penalties**

<b>Breach Event</b>	<b>Criteria</b>	<b>Penalty</b>
<b>Failure to provide timely operational reports</b>	Operational and Response Time reports are due on a specific date after end of month	<b>\$50 per report per day received after specified due date</b>
<b>Failure to leave completed PCR at receiving facility</b>	100 percent of the LEMSA approved Interim Patient Care Report (an abbreviated patient care report) will be left at the receiving facility prior to departure of the ambulance crew. 100 percent of the completed PCRs will be provided to receiving facility within 24 hours	<b>\$50 for every instance when the Interim Patient Care Report at a minimum, is not left at the receiving facility prior to crew departure. A penalty of \$100 for every completed PCR not provided to the facility within 24 hours of patient delivery.</b>
<b>Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit</b>	All 9-1-1/emergency calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit as defined by the LEMSA	<b>\$1,000 for every incident in which a BLS ambulance responds and transports a patient that requires ALS care according LEMSA policies.</b>
<b>Failure to provide timely quality improvement data and reports</b>	Quality improvement and clinical data and reports are due on specific dates	<b>\$50 per report or data submission per day received after specified due date</b>
<b>Failure to provide timely unusual occurrence reports and investigation updates</b>	Unusual occurrence reports and updates on investigations of those events are due within a specific time from date of the occurrence as defined in LEMSA policies and procedures	<b>\$100 per report per day received after the specified time frame from the date of the occurrence</b>
<b>Failure to respond to an emergency request for an Emergency Ambulance</b>	The contractor shall respond to all official Emergency Ambulance Service requests within the EOA. Failure to respond is defined by the Contractor not sending an ambulance en route to an emergency request.	<b>The LEMSA shall impose a minimum fine of \$10,000 for each failure to respond to an official Emergency Ambulance request by the Contractor. Failure to respond will be defined as any call originating within the EOA for which the Contractor fails to dispatch and no ambulance responds. Prior to imposition of this penalty, LEMSA will conduct an investigation of the incident</b>
<b>Improper certification</b>	Staffing an ambulance with improperly certified personnel	<b>\$250 per call responded to by improperly certified employee</b>
<b>Failure to comply with Against Medical Advice (AMA) protocol</b>	<b>Field personnel fails to comply with defined LEMSA policy and procedure for AMA</b>	<b>\$500 per AMA documentation and protocol failure.</b>

**(6) Penalty Disputes**

Contractor may appeal to the LEMSA in writing within 10 business days of receipt of notification of the imposition of any penalty or regarding LEMSA's penalty calculations. The Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty.

**8. Fleet Requirement**

The Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent at least 120% of the peak staffing level. For example, if the Contractor's peak number of ambulances is twenty-seven (27), then the Contractor is to maintain a fleet of at least 33 ambulances ( $27 \times 120\% = 32.4$  rounded to 33). If a fraction is derived when multiplying the peak number of units by 120%, the number will be rounded up to the next whole integer. (i.e. 32.4 would be rounded to 33).

**9. Coverage and Dedicated Ambulances, Use of Stations/Posts**

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. The LEMSA neither accepts nor rejects Proposer's level of effort estimates; rather the LEMSA accepts the Proposer's commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required by the terms of the Agreement as outlined in these specifications.

Contractor shall deploy ambulance resources in a manner consistent with this goal.

**E. Personnel**

**1. Treatment of Incumbent Work Force**

A number of dedicated highly trained personnel are currently working in the Contra Costa County EMS system. In the event the Contractor turns out to be other than the incumbent provider, every effort must be made to ensure a smooth transition and to encourage current EMS personnel to remain with the system. To that end, in the event of a change in providers, all current qualified ambulance employees working within Contra Costa County (other than owners and executive management) are to be considered for preferential hiring by any new Contractor. A new Contractor is expected to offer qualified non-supervisory employees (EMTs and paramedics) employment in substantially similar positions. Supervisory and mid-management personnel should also be considered by the Contractor for employment in order to retain continuity within the system and a career path for the committed workforce. A new Contractor will consider current employee scheduling and make reasonable efforts to transition its new employees to its organization as smoothly as possible. While a plan for the transition of EMTs and paramedics is an element of this RFP, Proposers are encouraged to exceed the minimum requirements and provide the strongest plan possible for retention of the incumbent workforce, and additional points will be awarded for plans which exceed the minimum requirements.

Employment stability within the EMS system is an important concern of incumbent employees, Contra Costa County, and the LEMSA. Incumbent personnel hired will retain "seniority status" earned while working full-time in the Contra Costa County EMS system.

Contractor will provide full time employees with a wage and benefit program comparable to the employees' current program. If an incumbent provider is successful, it agrees to maintain, at a minimum, current salary and benefit levels for personnel and consistent with offerings included in its proposal.

The LEMSA expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation and scheduling methods. Contractor's economic efficiencies are not to be derived from the use of sub-standard compensation. The system in no way intends to restrict the ingenuity of Contractor and its employees from working out new and creative compensation (salary and benefits) programs. The system's goal is simply to ensure that Contractor initially and throughout the term of the Agreement provides a financial benefit to encourage employee retention and recruitment for the system.

Proposer shall describe how it intends to maintain continuity of service in the system by employing current personnel and efforts to retain personnel through the term of the Agreement. If the Proposer is the current provider, it shall describe how it intends to retain personnel through the term of the new Agreement.

## **2. Character, Competence and Professionalism of Personnel**

The parties understand that Ambulance services are often rendered in the context of stressful situations. The LEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with the State of California requirements. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of serious offenses.

## **3. Internal Health and Safety Programs**

The Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver-training, safety and risk management training. The County requires Contractor to have in place, prior to assumption of EMS duties, an aggressive and effective health, safety and loss mitigation program.

The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall comply with CALOSHA and EMSA

#216 and shall include appropriate head, respiratory and flesh protection for employees. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

#### **4. Evolving OSHA & Other Regulatory Requirements**

It is anticipated, during the term of the Agreement that certain regulatory requirements for occupational safety and health including, but not limited to, infection prevention and control, blood-borne and respiratory pathogens and hazardous materials, may be increased. It is the LEMSA's expectation that Contractor will adopt procedures that meet or perform better than all requirements for dealing with these matters.

Contractor shall make available at no cost to its employees all currently recommended immunizations and health screening to its high-risk personnel.

#### **5. Discrimination Not Allowed**

During the performance of the Agreement, Contractor agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations prohibiting discrimination. Without limiting this, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all other regulations promulgated there under. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, or age. Such action shall include, but is not limited to, the following: employment-upgrade, demotion, transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

### **F. Management**

#### **1. Data and Reporting Requirements**

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, the LEMSA will require Contractor to provide detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis.

##### **a) Dispatch Computer**

The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. The LEMSA will be provided access to all data maintained by the Computer Aided Dispatch (CAD) system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to allow the LEMSA, at Contractor's expense, to install an interface with the CAD to collect and monitor computer-aided dispatch information and patient care reports and provide access to the LEMSA to voice recording systems.

The Contractor in conjunction with the LEMSA shall establish procedures to automate the monthly reporting requirements and to develop situational status reports that provide alerts when system status falls outside expected parameters.

The interface made available to the LEMSA shall provide real-time monitoring of the Contractor's CAD screens and at a minimum provide the location and status of active ambulance calls, pending calls, location and status of ambulances and crews.

**b) Essential Patient Care Record and Assignment Data**

Contractor shall utilize an electronic patient care record system (PCR) that is HL7 compatible, NEMSIS 3 and CEMSIS compliant, meets the requirements of the state EMSA and is approved by the LEMSA for patient documentation on all EMS system responses including patient contacts, canceled calls, interfacility, and non-transports. The PCR shall be accurately completed to include all information required by and established in Title 22, Division 9, Chapter 4, Article 8, Section 100171 and information shall be distributed according to established County EMS Policies and Procedures. The Contractor shall leave interim and final copies of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with LEMSA policy.

The Contractor shall develop and implement a PCR monitoring process to identify when the Interim and Final PCRs are provided to the receiving facilities. The results of the PCR delivery performance will be reported to the LEMSA monthly.

The Contractor will support Health Information Exchange (HIE) with hospital medical record information systems and create a process for hospitals to view PCRs as soon as they are available.

Within 24 hours, Contractor shall provide access for the Contract Administrator and receiving hospitals to final patient care records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, interfacility, and non-transports.

**c) Records**

Contractor shall complete, maintain, and provide to the LEMSA, the ability to view online via a secure portal as requested, adequate records and documentation to demonstrate its performance compliance and aid LEMSA in improving, modifying, and monitoring the EMS system.

**d) Monthly Reports Required**

Contractor shall provide, within 10 business days after the first of each calendar month, computer database data in an electronic format and reports pertaining to its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to Contract Administrator in writing in a form required by the Contract Administrator. Response time

compliance and customer complaints/resolutions shall be reported monthly. Reports other than Response Time compliance and customer complaints/resolutions may be required less frequently than monthly. At the end of each calendar year, no later than November 30 of the proceeding year, LEMSA shall provide a list of required reports and their frequency and due dates to the Contractor.

Reports in a format approved by the LEMSA shall include, at a minimum:

**(1) Clinical**

- Continuing education compliance reports;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures; and
- Data analysis and details of calls supporting clinical and medical oversight of Trauma, STEMI, Stroke, and Cardiac Arrest and other system of care populations.
- Data analysis and details of calls that result in no-transport (Against Medical Advice)

**(2) Operational**

- Calls and transports, by priority for each Emergency Response Zone and density area;
- A list of each call, sorted by Emergency Response Zone, where there was a failure to properly record all times necessary to determine the Response Time;
- Documentation of all patients meeting trauma, STEMI, stroke, or cardiac arrest criteria including on-scene time and transport to hospital time;
- Documentation and data analysis of hospital off-load delays, including time unit arrived at facility and time patient care was transferred to receiving facility staff and duration of off-load delays;
- A list of mutual aid responses to and from system; and
- EMS transports to and from medical aircraft

**(3) Response Time Compliance**

- A list of each emergency call dispatched for which Contractor did not meet the Response Time standard for each Emergency Response Zone and an explanation of why the response was late;
- Canceled calls; and
- Exception reports and resolution.

**(4) Response Time Statistical Data**

Within 10 business days following the last day of each month, Contractor shall ensure that ambulance Response Time records are available to LEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests within the County. The records shall, at a minimum, include the following individual data elements:

- unit identifier
- location of call – street address
- location of call – city, town or unincorporated County



- location of call - longitude
- location of call - latitude
- location of call – Emergency Response Zone
- density area (urban/suburban or rural)
- nature of call (EMD Code)
- response code to scene
- time call received
- time call dispatched
- time unit en route
- time unit upgraded or downgraded
- time unit on-scene
- response code at arrival on scene (for upgrade or downgrade)
- time unit en route to hospital
- time unit at hospital
- time patient handoff to ED staff occurred
- time unit clear and available for next call
- outcome (dry run, transport)
- receiving hospital
- transport code to hospital
- system of care call type (i.e. cardiac arrest, trauma, STEMI, stroke)
- number of patients transported

**(5) Personnel Reports**

Contractor shall provide LEMSA annually with a list of paramedics, EMTs and dispatchers currently employed by Contractor and shall update that list monthly, as necessary.

Contractor shall immediately notify LEMSA when paramedic personnel are no longer employed as a paramedic.

Contractor shall report any termination or suspension for disciplinary cause, resignation or retirement in lieu of investigation and/or disciplinary action or removal from related duties due to disciplinary actions as required by Title 22, Division 9, Chapter 6, section 100208.1.

The personnel list shall include, at a minimum, the name, address, telephone number, California paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date, CPR expiration date, and California Driver's License number of each person on the list.

**(6) Community/Governmental Affairs Report**

- Monthly list of meetings with constituents and stakeholders (i.e. community engagement)
- Number of conducted community education events including location and hours and number of participants,

- Number of individuals taught CPR
- Number of CPR anytime kits and AEDs provided
- Public Relations (PR) activities, first responder recognition,
- Government relations contact report.

**(7) Electronic Access**

Contractor shall provide capability for LEMSA, at the Contractor's expense, to access all PCR's and provide a mechanism to create customized reports for LEMSA monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

**(8) Other Reports**

Contractor shall provide LEMSA with such other reports and records as may be reasonably required by the Contract Administrator.

## **G. EMS System and Community**

### **1. Participation in EMS System Development**

The LEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. LEMSA requires that its Contractor actively participate in EMS activities, committee meetings, and work groups. Contractor agrees to participate and assist in the development of system changes.

### **2. Accreditation**

Within 24 months following commencement of the term of the Agreement, the Contractor will attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization as approved by the LEMSA. The Contractor shall maintain its accreditation throughout the term of the Agreement. The LEMSA may levy a penalty of \$200 for each day that the Contractor is not accredited after the first 24 months whether due to failure to obtain accreditation or a lapse thereof.

### **3. Multi-casualty/Disaster Response**

Contractor shall cooperate with the LEMSA in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the LEMSA plans. Contractor must have detailed written plans and procedures to mitigate impacts to and ensure continuous internal operations during all potential emergencies, disasters or work actions (i.e. power failure, information systems failure, earthquake).

Contractor must have an emergency electrical power system available to provide power to its critical command, control, computer and communications systems in the event the normal electrical supply is interrupted. This system must be tested periodically per NFPA 110.

In the event the County declares a disaster within the County, the Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the designated emergency operations center (when activated) as a liaison upon request.

In the event the County declares a disaster within the County, or in the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the LEMSAs and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to maintain primary Emergency services and may suspend non-emergency services upon notification on concurrence with the LEMSAs.

At a multi-victim scene, Contractor's personnel shall perform in accordance with LEMSAs multi-casualty incident response plan and within Incident Command System (ICS).

Contractor shall not release emergency ambulance assets to another jurisdiction without approval of the LEMSAs.

During a disaster declared by the County, the LEMSAs will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from response-time criteria. When Contractor is notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area of responsibility and shall resume all operations as required under the Agreement.

**a) Internal Disaster Response Notification**

Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

**b) Disaster Response Vehicle/Equipment**

Contractor shall maintain a county-controlled, state provided Disaster Medical Support Unit (DMSU). In the absence of a DMSU, the Contractor shall provide one vehicle as a disaster response vehicle. This vehicle shall not be an ambulance used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the scene. This vehicle may be used to carry personnel and equipment to a disaster site. The following equipment shall be stored in this disaster vehicle: backboards and straps; cervical collars; head immobilization sets and foam wedges; PPE, splints for legs and arms; oxygen equipment; extra dressing and bandages; advanced life support equipment, especially IV therapy equipment, County approved disaster tags, and checklists for medical Incident Command personnel

**c) Incident Notification**

Contractor shall have a mechanism in place to communicate current field information to appropriate LEMSAs or County Health Services staff during multi-casualties, disaster response, hazardous materials incidents, and other unusual occurrences.

**d) Ambulance Strike Team**

Contractor shall be able to deploy an ALS ambulance strike team consistent with State Ambulance Strike Team Guidelines.

Contractor shall have staff members trained and certified as Ambulance Strike Team Leaders.

**e) Interagency Training for Exercises/Drills**

Contractor shall participate in LEMSA sanctioned exercises and disaster drills and other interagency training.

**4. Mutual-aid and Stand-by Services**

**a) Mutual Aid Requirements**

Contractor shall respond in a mutual aid capacity to other service areas outside of the EOA if so directed by Contract Administrator or in accordance with mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the EOA.

**b) Stand-by Service**

Contractor shall provide, at no charge to the LEMSA or requesting agency, stand-by services at the scene of an emergency incident within the EOA when directed by a County designated public safety dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be approved by Contract Administrator.

**5. Permitted Subcontracting**

The Contractor may contract with providers for ALS interfacility transports/transfers originating within the EOA. Contractor may also subcontract for management, administrative services, dispatch, and billing and collection activities. Such agreements must be approved by the LEMSA. The subcontracting ambulance entities must meet the LEMSA's minimum requirements for ALS ambulance services. The Contractor remains responsible and accountable to meet Response Time and reporting requirements and the Contractor is liable to pay any penalties for non-performance by the subcontractor.

Contractor may subcontract medical dispatch center services to another agency within or outside of the County. Regardless, the Contractor will retain accountability and responsibility for the performance of the Dispatch Center. Such agreement must be approved by the LEMSA.

**6. Communities May Contract Directly for Level of Effort**

This RFP and the Agreement are focused on Contractor performance. There are no provisions for a level of effort or requiring ambulances to be placed in specific areas of Contra Costa County.

The Contractor may contract directly with cities, communities, or other jurisdictions to have an ambulance or other services provided within their community. Such arrangements will support EMS System coordination and are subject to the approval of the LEMSA and shall not be at the County's expense. Regardless of such arrangements, there is no change in the exclusive agreement between

the Contractor and the LEMSA and the Contractor must continue to comply with the performance standards of the agreement.

## **7. Supply Exchange and Restock**

The Contractor will restock disposable medical supplies on a one-for-one basis based on utilization on calls by first response agencies. Contractor will work with first responder agencies to create a process of supply exchange and rotation that is cost effective. Contractor has no obligation to restock disposable medical supplies of items not in the Contractor's inventory. This agreement does not limit the Contractor from changing supply vendors.

## **8. Handling Service Inquiries and Complaints**

Contractor shall create consumer friendly processes to receive customer service complaints and lost item and other inquiries. Contractor shall log all inquiries and service complaints and will ensure that non-clinical issues are followed through to resolution. Contractor shall provide prompt response and follow-up to such inquiries and complaints. Contractor's management team will analyze inquiry reports to identify and address any trends. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Contractor shall submit to the LEMSA each month a list of all complaints received and their appropriate disposition/resolution. Contractor shall submit copies of any inquiries and resolutions of a clinical nature to the EMS Medical Director or LEMSA within twenty-four (24) hours.

## **H. Administrative Provisions**

### **1. Contractor Payments for Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities (Plan B only)**

For Plan B of this Service Plan, the Contractor will reimburse the LEMSA for a portion of its expenses related to conducting this procurement, monitoring and managing the Agreement, provision of medical direction and conducting periodic procurements. An annual amount will be assessed based on the LEMSA's costs for the previous fiscal year. The fees will be limited to a maximum of seven hundred and fifty thousand dollars (\$750,000) per year.

### **2. No System Subsidy**

Under Plan B, the Contractor will operate the EMS system without any subsidy from the LEMSA or the County. RFP specifications are designed to provide accountability without undue operational or financial burden for providers.

Since many of the cost savings recommendations included in the EMS Modernization Report were not included in the Plan A requirements and provisions, this RFP allows for a request by the Contractor to identify potential subsidies that may be required to comply with all of the Plan A provisions. It is the desire of the County to operate a subsidy-free system, but it is recognized

that fiscal trends of revenue collection and costs along with healthcare system changes may require additional financial support to maintain the current performance levels.

Each Proposer must complete the subsidy request form included in Appendix 11. The Subsidy Request Form shall be submitted separately with the "Financial Documents."

### **3. Contractor Revenue Recovery**

The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

#### **a) Patient Charges**

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates stipulated in this RFP (Stipulated Rates) and as subsequently approved by the LEMSA. The current rates are included in Appendix 7 and the Stipulated Rates are specified in Appendix 10.

#### **b) Fee Adjustments**

The Contract Administrator will approve annual increases to patient charges based on changes in the Consumer Price Index for Medical Services. The annual rate increases will be the greater of three (3) percent or the increase of the CPI for any given year. All changes in the transport fees must be approved by LEMSA.

In the event changed circumstances substantially impact the Contractor's costs of providing services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, the Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twelve (12) months of the commencement of the Agreement. If Contractor believes an adjustment is warranted, the Contractor may apply to the Contract Administrator for a rate adjustment to be effective on or after the first anniversary of the Agreement. Applications must be submitted at least sixty (60) days prior to the requested effective date. Requests for changes to patient charges shall only be allowed on an annual basis corresponding to the anniversary of the Agreement. The Contract Administrator shall review the application and forward his or her recommendation to the Health Services Director, who shall have the authority to approve or disapprove the request. Approval of rate changes is required before they can become effective.

### **4. Federal Healthcare Program Compliance Provisions**

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

#### **a) Medicare and Medicaid Compliance Program Requirements**

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection

processes. Contractor's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

Contractor will engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. The Contractor will submit the report to the LEMSA within 120 days of the end of each contract year.

**b) HIPAA, CAL HIPAA and HITECH Compliance Program Requirements**

Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services. The three major components of HIPAA, CAL HIPAA and HITECH include:

1. Standards for Privacy and Individually Identifiable Health Information
2. Health Insurance Reform: Security Standards
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA, CAL HIPAA and HITECH rules and regulations will be reported immediately to the LEMSA along with Contractor's actions to mitigate the effect of such violations.

**5. State Compliance Provisions**

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with county and LEMSA policies, procedures, and protocols.

**6. Billing/Collection Services**

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

1. electronically generate and submit Medicare and MediCal claims;
2. itemize all procedures and supplies employed on patient bills; and
3. be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries

The Contractor shall provide for prompt response to any queries or appeals from patients. The Proposer shall describe its methods for receiving, monitoring, and responding to patient issues and complaints.



It is expected that the Contractor's billing and collection services are conducted in a compassionate manner and that the Contractor recognizes that many patients may not have the financial resources to pay for their ambulance transports. The Proposer shall describe its policies for identifying patients that qualify for a financial hardship consideration for discounting or writing off their accounts.

*Billing Waivers for Impoverished, Conserved & Vulnerable:* Contractor shall establish a consumer friendly procedure that allows for responsible party to make payment arrangements. The billing manager will review the form and assess an appropriate and acceptable monthly arrangement.

Contractor shall establish a process to reduce the costs of ambulance services to patients who have demonstrated inability to pay through completing a "Financial Statement" form. All information relating to financial hardship requests shall be kept confidential. The billing manager will review the form and assess an appropriate and acceptable monthly arrangement.

*Billing Appeals Process:* Contractor will create a consumer friendly appeals process in cooperation with Contra Costa Health Insurance Counseling and Advocacy Program (HICAP) that allows the consumer sufficient time for denied claims to go through governmental and private insurers appeals timeframes before being sent to collections. In the case of Medicare billing the first level of Medicare appeals is 120 days. Contractor will, on a monthly basis, document the number of billing waivers, appeals in process and average time to process appeals.

Contractor shall not attempt to collect its fees at the time of service.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

## **7. Market Rights**

The LEMSA shall not enter into agreements with any other provider for ground response to requests for Emergency Ambulance Service or ALS interfacility transports originating within the EOA during the term of this Agreement. Furthermore, the LEMSA will make reasonable efforts to ensure the Contractor's exclusivity of ALS interfacility transports originating within the EOA.

The LEMSA reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provision of this Contract, the LEMSA may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most appropriate emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same as or less than the estimated air transport time.

## **8. Accounting Procedures**

### **a) Invoicing and Payment for Services**

The LEMSA shall render its invoice for any fines or penalties to the Contractor within 30 business days of the LEMSA's receipt of the Contractor's monthly performance reports and after approval of the penalties determined by the LEMSA. The Contractor shall pay the LEMSA on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to LEMSA or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

### **b) Financial Reporting**

Contractor will report trends in monthly net revenue, total expenses, number of deployed unit hours, cost per unit hour, number of transports, collection rate, average patient charge, net revenue/transport, cost/trip, and payer mix on a monthly basis.

### **c) Audits and Inspections**

Contractor shall maintain separate financial records for services provided pursuant to the Agreement in accordance with generally accepted accounting principles.

With reasonable notification and during normal business hours, LEMSA shall have the right to review any and all business records including financial records of Contractor pertaining to the Agreement. All records shall be made available to LEMSA at the Contractor's Contra Costa County office or other mutually agreeable location. LEMSA may audit, copy, make transcripts, or otherwise reproduce such records including, but not limited to, contracts, payroll, inventory, personnel and other records, daily logs and employment agreements.

On an annual basis, the Contractor shall provide the LEMSA with audited financial statements by certified public accountants or governmental entity for Contractor's ambulance operations in Contra Costa County and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation.

Contractor may be required by the LEMSA to provide the LEMSA with periodic report(s) in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

## **9. County Permit**

The LEMSA oversees ambulance services within the County. Pursuant to County Ordinance 83-25 and LEMSA policies, an ambulance company must obtain the appropriate ambulance service permits.

Contra Costa County ambulance permit information and applications are available at <http://cchealth.org/ems/ambulance-providers.php#simpleContained3> and a copy of the current county ordinance can be found on the county's website.

## **10. Insurance Provisions**

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the required insurance coverage as listed in Appendix 12. If the Proposer is self-insured, the Proposer shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements. The Proposer shall also include a "reserve for losses" in the development of its financial budgets submitted with the Financial Documents.

## **11. Hold Harmless / Defense / Indemnification / Taxes / Contributions**

### **a) Hold Harmless**

In General, Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the LEMSA, the County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the LEMSA or the County. This duty shall arise at the first claim or allegation of liability against the LEMSA or the County. Contractor will on request, and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law."

### **b) Employee Character and Fitness.**

Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under this Agreement, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Contractor shall hold County, the LEMSA and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor's actions in this regard.

## **12. Performance Security Bond**

Contractor shall furnish performance security in the amount of two million dollars (\$2,000,000) in one of the following forms:

- a) A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to the LEMSA; or

- b) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the LEMSA and from a bank or other financial institution acceptable to the LEMSA, or
- c) If the Proposer is a governmental entity, the County will waive the performance bond requirement.

### **13. Term of Agreement**

The initial term of the Agreement ultimately executed by Contractor shall be for a period of five (5) years commencing at 12:01 a.m. on [Month Day, 2015] and terminating at midnight, [Month Day, 2020].

### **14. Earned Extension to Agreement**

If, at the sole judgment and discretion of the LEMSA, the Contractor is deemed to be substantially in compliance with the specifications defined in this RFP and the resulting Agreement, the Health Services Director may, after seeking a recommendation from the Board of Supervisors, grant an extension of the Agreement for up to five (5) additional years. The LEMSA shall make the offer of extension by formal written notice to the Contractor at least eighteen (18) months prior to the scheduled end of the term of the Agreement.

While it is the intent of the LEMSA to have completed a competitive procurement for selecting the Contractor by the end of the term of the Agreement or extension thereof, the LEMSA recognizes that healthcare and EMS changes may require a re-design of the EMS System. In the event that the re-design is deemed necessary and cannot be completed and changes implemented prior to the end of the term of the Agreement, the LEMSA may extend the Agreement for up to an additional thirty-six (36) months upon approval of the Board of Supervisors.

If the Contractor does not want to continue providing services to the LEMSA as stipulated in the Agreement after the end of the Term, the Contractor must give notice of its intent not to extend the Agreement at least seventeen (17) months prior to the scheduled end of the term of the Agreement.

### **15. Continuous Service Delivery**

Contractor expressly agrees that, in the event of a default by Contractor under the Agreement, Contractor will work with the LEMSA to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor shall be obligated to use every effort to assist the LEMSA to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

### **16. Annual Performance Evaluation**

The LEMSA may evaluate the performance of the ambulance Contractor on an annual basis. An evaluation report will be provided to the Contra Costa County Board of Supervisors.

The following information will normally be included in the performance evaluation:

- a) Response Time performance standards assessed with reference to the minimum requirements in the Contract;

- b) Clinical performance standards assessed with reference to the minimum requirements in the Contract;
- c) Initiation of innovative programs to improve system performance;
- d) Workforce stability, including documented efforts to minimize employee turnover;
- e) Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement; and
- f) Compliance with information reporting requirements
- g) Financial stability and sustainability

## **17. Default and Provisions for Termination of the Agreement**

The LEMSA shall have the right to terminate or cancel the Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches the Agreement and fails to correct such default within seven (7) days following the service on it of a written notice by the LEMSA specifying the default or defaults complained of and the date of intended termination of rights absent cure.

### **a) Definitions of Breach**

Conditions and circumstances that shall constitute a material breach by Contractor shall include, but not be limited to, the following:

1. Failure of Contractor to operate the ambulance service system in a manner which enables the LEMSA or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and county laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach, but such willful and repeated infractions shall constitute a material breach;
2. Willful falsification of data supplied to the LEMSA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under the Agreement, or a willful refusal to provide such data within a reasonable time when demanded by the LEMSA;
3. Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described in Section H.23;
5. Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor's operation in the event of a default or failure of incumbent to prevail during a subsequent bid cycle;
6. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
7. Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;

8. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
9. Failure of Contractor to comply with approved rate setting, billing, and collection procedures;
10. Failure of Contractor to meet Response Time requirements for three consecutive measurement periods in a single category and after receiving notice of non-compliance from Contract Administrator;
11. Failure of Contractor to comply with the vehicle lease provisions;
12. Failure of Contractor to cooperate and assist County in the investigation or correction of any "Minor Breach" conditions;
13. Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
14. Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
15. Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
16. Failure to timely prepare and submit the required annual audit; and
17. Any other willful acts or omissions of Contractor that endanger the public health and safety.

## **18. Termination**

### **a) Written Notice**

The Agreement may be canceled immediately by written mutual consent.

### **b) Failure to Perform**

The LEMSA, upon written notice to Contractor, may immediately terminate the Agreement should Contractor materially breach any of its obligations under the Agreement. In the event of such termination, the LEMSA may proceed with the work in any reasonable manner it chooses. The cost to the LEMSA of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond, without prejudice to LEMSA's rights otherwise to recover its damages or to seek any other remedy.

## **19. Emergency Takeover**

In the event LEMSA determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Health Services Director.

If the Health Services Director concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the LEMSA to affect an immediate takeover by the LEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than 72

hours after Health Services Director's decision and approval by the Board of Supervisors to execute the emergency takeover.

In the event of an emergency takeover, the Contractor shall deliver to the LEMSA ambulances and associated equipment used in performance of the Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with LEMSA ALS Policies and Procedures.

Contractor shall deliver ambulances, dispatch and communications systems, facilities and crew stations to the LEMSA in mitigation of any damages to LEMSA resulting from the Contractor's breach. However, during the LEMSA's takeover of the ambulances and equipment, LEMSA and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, LEMSA shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude the LEMSA from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing the Health Services Director's findings or the nature and amount of the LEMSA's damages, if any, through litigation. Failure on the part of the Contractor to cooperate fully with the LEMSA to effect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Director was made in error.

The LEMSA shall have the right to authorize the use of vehicles and equipment by another entity. Should the LEMSA require a substitute contractor to obtain insurance on equipment, or should the LEMSA choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

The LEMSA agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of the Contractor's equipment not so returned, the LEMSA shall pay the Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay the Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

The LEMSA may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer than the LEMSA judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means the LEMSA chooses.



All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to the LEMSA during an emergency takeover period. Contractor shall maintain and provide to the LEMSA a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ambulance services hereunder shall be reported to the LEMSA within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

## **20. Transition Planning**

### **a) Competitive Bid Required**

Contractor acknowledges that the LEMSA intends to conduct a competitive procurement process for the provision of Emergency Ambulance Service within LEMSA's Exclusive Operating Area prior to the termination of this Contract. Contractor acknowledges and agrees that the LEMSA may select a different ambulance service provider to provide exclusive Emergency Ambulance Services following said competitive procurement process, and to reasonable extension of its obligations hereunder if such extensions are necessary to complete such processes including, but not limited to, any reasonable decisions to cancel and restart such processes.

### **b) Future Bid Cycles**

Contractor acknowledges and agrees that supervisory personnel, EMT's and paramedics, working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Contractor may prohibit its employees from assisting competing Proposers in preparing Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

## **21. LEMSA's Remedies**

If conditions or circumstances constituting a Default as set forth in Section H.17 exist, the LEMSA shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement and/or the right to pursue Contractor for damages and the right of emergency take-over as set forth in Section IV.H.18. All LEMSA's remedies shall be non-cumulative and shall be in addition to any other remedy available to LEMSA.

## **22. Provisions for Curing Material Breach and Emergency Take Over**

In the event the LEMSA determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such determination shall constitute a material breach and/or default of the Agreement. In the event of a material breach, LEMSA shall give Contractor written

notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice and which notice should include the reason why such material breach endangers the public's health and safety unless an immediate and grave threat to public health and safety requires shorter notice or no notice. In cases where notice is given, within 24 hours of receipt of such notice, Contractor shall deliver to the LEMSA, in writing, a plan of action to cure such material breach. The LEMSA, acting through the Health Services Director or designee, may permit Contractor to implement such a plan of action if the plan is acceptable to the LEMSA, and may set such deadlines for the completion of such actions as the LEMSA deems appropriate, in its sole and absolute discretion. If Contractor fails to cure such material breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of the LEMSA) or Contractor fails to timely deliver the cure plan to the LEMSA, the LEMSA may execute an emergency take-over of Contractor's operations. Contractor shall cooperate completely and immediately with the LEMSA to affect a prompt and orderly transfer of all responsibilities to the LEMSA.

Contractor shall not be prohibited from disputing any such finding of default through appropriate channels, provided, however that such dispute shall not have the effect of delaying, in any way, the immediate takeover of operations by the LEMSA. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred, shall be initiated, and shall take place only after the emergency take-over has been completed.

Contractor's cooperation with and full support of such emergency take-over shall not be construed as acceptance by Contractor of the findings and default, and shall not in any way jeopardize Contractor's right of recovery based upon a later finding in an appropriate forum that the declaration of Default was made in error. However, failure on the part of Contractor to cooperate fully with the LEMSA to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of default by the LEMSA was made in error.

For any default by Contractor which does not endanger public health and safety, or for any default by the LEMSA, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications.

### **23. "Lame-duck" Provisions**

Should the Agreement not be renewed, extended or if notice of early termination is given by Contractor, Contractor agrees to continue to provide all services required in and under the Agreement until the LEMSA or a new entity assumes service responsibilities, even if reasonable extension of the Contractor's Agreement with the LEMSA is necessary. Under these circumstances Contractor will, for a period of several months, serve as a lame duck Contractor. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

- a) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization including, but not limited to, compliance with provisions hereof related to qualifications of key personnel;
- b) Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement or placing an undue burden on the subsequent Contractor;
- c) LEMSA recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. The LEMSA shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period; and
- d) Should LEMSA select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence

## **24. General Provisions**

### **a) Assignment**

Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the LEMSA and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the LEMSA, shall not convey any rights to the assignee.

### **b) Permits and Licenses**

Contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under the Agreement. In addition, Contractor shall make all necessary payments for licenses and permits for the services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services pursuant to this Agreement. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

### **c) Compliance with Laws and Regulations**

All services furnished by Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under the Agreement and to maintain compliance with those applicable standards at all times.

**d) Private Work**

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of Agreement.

**e) Retention of Records**

Contractor shall retain all documents pertaining to Agreement for seven (7) 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 Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the LEMSA, the County, the State of California, and the United States Government. Any and all records received and manufactured by the County under this Agreement shall be deemed County Records, for all purposes, including disclosure pursuant to the California Public Records Act, Government Code 6250, et seq.

**f) Product Endorsement/Advertising**

Contractor shall not use the name of Contra Costa County for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

**g) Observation and Inspections**

LEMSA representatives may, at any time, and without notification, directly observe Contractor's operations of the Dispatch Center, maintenance facility, or any ambulance post location. A LEMSA representative may ride as "third person" on any of Contractor's Ambulance units at any time, provided, that in exercising this right to inspection and observation, LEMSA representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the LEMSA, LEMSA representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, and patient records pertaining to the Agreement. The LEMSA may audit, copy, make transcripts, or otherwise reproduce such records for LEMSA to fulfill its oversight role.

**h) Omnibus Provision**

Contractor understands and agrees that for seven years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents and records that are necessary to certify the nature and extent of the reasonable costs of services.

**i) Relationship of the Parties**

Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship other

than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Contractor is an independent contractor and is not an employee of County or LEMSA. Contractor is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related tax. Nothing in the Agreement shall create any right or remedies in any third party. The Agreement is entered solely for the benefit of the County, LEMSA, and Contractor.

**j) Rights and Remedies Not Waived**

Contractor will be required to covenant that the provision of services to be performed by Contractor under the Agreement shall be completed without compensation from LEMSA or County **unless County agrees to a specified subsidy amount proposed under Plan A**. The acceptance of work under the Agreement shall not be held to prevent LEMSA's maintenance of an action for failure to perform work in accordance with the Agreement.

**k) Consent to Jurisdiction**

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Contra Costa County, California.

**l) End-term Provisions**

Contractor shall have 90 days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

**m) Notice of litigation**

Contractor shall agree to notify the LEMSA within 24 hours of any litigation or significant potential for litigation of which Contractor is aware.

**n) Cost of Enforcement**

If legal proceedings are initiated by any party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees, consultant and expert fees, and other such costs, to the extent permitted by the court.

**o) General Contract Provisions**

In addition to the specific contract provisions listed in this document, the written Agreement will include general conditions required by the LEMSA in contracts such as those listed herein. A Sample of General Contract Provisions and a Business Associates Agreement is included in Appendix 13. These provisions will become part of the final agreement with the successful Proposer. Any exceptions to the requirements, terms and conditions as stated herein, and in the Sample Provisions must be identified separately in the Proposer's response.

## SECTION V. COMPETITIVE CRITERIA

This section sets forth the performance criteria to be competitively assessed and scored by the Review Panel (the Competitive Criteria).

For each Competitive Criterion, the narrative below defines a base level of performance to which every Proposer must agree (the Minimum Requirements). This agreement must be unqualified and expressly stated in the Proposal. If a Proposer fails to agree to any Minimum Requirement related to any Competitive Criterion, the LEMSA may, in its discretion, declare the Proposal unresponsive and disqualified. The Proposer must agree to the Minimum Requirements regardless of whether the Proposer goes on to propose levels of performance that are higher than contained in the Minimum Requirements for a given Competitive Criterion. For Proposers offering to meet, but not exceed, the Minimum Requirements for a given Competitive Criterion, the Proposal must set forth the information requested below regarding the manner in which the Proposer will meet the performance level specified in the Minimum Requirements.

For each Competitive Criterion, Proposers are encouraged to propose levels of performance higher than the Minimum Requirements. The narrative describes the policy and operational goals for each Competitive Criterion, which the LEMSA is seeking to maximize through competition. It also provides guidelines and examples to illustrate how the policy and operational goals might be promoted. However, the specific concepts and activities comprising these examples are neither specifically required nor exclusive. The Competitive Criteria provide an opportunity for a Proposer to differentiate its proposed service from that of other Proposers and to demonstrate the organizational capabilities and experience which it would bring to bear if it becomes the Contractor.

Because every Proposer is required to commit to the Minimum Requirements, no points shall be awarded in connection with a Competitive Criterion unless a higher level of performance is proposed. Points available for each Competitive Criterion for which a higher level of performance is proposed shall be scored as set forth in Section II.G.

A goal of this RFP is to increase the levels of communication, cooperation, collaboration, and in some cases functional integration among the different entities comprising the EMS and healthcare delivery systems for the benefit of the patient. This goal is furthered by various provisions in the Core Requirements and in the Minimum Requirements. In addition, certain of the Competitive Criteria invite Proposers to propose higher levels of collaboration.

### A. Clinical

#### 1. Competitive Criterion: Quality Improvement

##### a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement

LEMSA requires that the Contractor develop and implement a comprehensive quality management program that incorporates assuring compliance with the Agreement, minimum performance standards, and rules and regulations. The program shall also include structural



process and outcome indicators as part of a progressive clinical quality improvement process that is integrated with the EMS system's quality management program. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Contractor, and the LEMSA and based on current EMS science and call demand. The LEMSA ultimately will approve and implement the quality monitoring and improvement plan to be used in the County by all EMS system participants. Proposers should review the LEMSA's quality management program requirements at <http://cchealth.org/ems/quality.php>.

The LEMSA supports a coordinated system of emergency services that are patient-centered, add value to the community served and improve patient outcome. Proposers must commit to a clear, concise, and implementable set of processes and practices designed to measure, trend and sustain tangible improvements for the patients and other customers served by the EMS system, the Proposer's employees who serve Contra Costa County, and the other agencies involved in the Contra Costa County EMS system.

The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data may be limited. For these reasons, the Contractor will be expected to participate in the collection of both outcome and process measures to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

Fundamental to a progressive clinical quality program is the proactive identification and management of potential risks to patient safety to prevent adverse occurrences rather than simply reacting when they occur. Contractor is to ensure that an ongoing, proactive program for identifying risks to patient safety and reducing medical/health care errors is defined and implemented.

Contractor will seek to reduce the risk of sentinel events and medical/health care system error-related occurrences by conducting its own proactive risk assessment activities (Failure Mode Effect Analysis-FMEA) annually on at least one identified, high-risk process and by using available information about sentinel events known to occur in EMS organizations that provide similar care and services. This effort is undertaken so that processes, functions and services can be designed and redesigned to prevent such occurrences in the organization.

Contractor will conduct and document one FMEA annually on at least one identified, high risk process. Contractor will redesign the identified process to minimize the risk of that failure mode or to protect patients from its effects, teach and implement the redesigned process, identify and implement measures of effectiveness and implement a strategy for maintaining the effectiveness of the redesigned process over time.



In addition to generally committing to these Minimum Requirements, Proposers shall illustrate their ability to achieve them by describing their overall approach to comprehensive quality management.

**b) Higher Levels of Commitment—Quality Management**

In the majority of American EMS systems, “quality management” is limited to a retrospective evaluation of patient care reports. A growing number of EMS systems, however, are expanding the scope of their quality management efforts to include clinical performance indicators paired with an education system designed to effect clinical improvements. The LEMSA is committed to such a comprehensive model of quality management that, while patient centered, encompasses all vital functions within the system. This Competitive Criterion encourages Proposers to join in this commitment.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to, those described below.

A Proposal might incorporate the 2013-2014 Baldrige National Quality Program: Health Care Criteria for Performance Excellence. A copy of this program can be downloaded at [www.nist.gov/baldrige/](http://www.nist.gov/baldrige/). The core areas addressed by this process provide a solid framework for a comprehensive and progressive quality management program. These areas include:

- Leadership;
- Strategic Planning;
- Focus on Patients, Other Customers and Markets;
- Measurement, Analysis, and Knowledge Management;
- Workforce Engagement;
- Process Management; and
- Results.

The Proposer’s quality management capability could be supported by providing a list of Key Performance Indicators (KPI) for each of the key result areas utilized in Proposer’s operations and proposed for Contra Costa County. Include a specific data definition and data source for each KPI.

CMS has adopted the “Triple Aim” concept to improve quality of care and the patient experience while controlling costs. This program forms the basis for the CMS value based purchasing arrangements for healthcare providers. The Proposer may describe how it intends to incorporate the “Triple Aim” premises in its quality management activities. More about the “Triple Aim” can be reviewed at the Institute for Healthcare Improvement website (<http://www.ihl.org>) and at CMS websites.

## **2. Competitive Criterion: Clinical and Operational Benchmarking**

It is important for an organization to monitor and measure performance in all aspects of its operations. The definition of what activities are to be measured and monitored is an essential component.

### **a) Minimum Requirements— Clinical and Operational Benchmarking**

Benchmarking of Key Performance Indicators (KPIs), including KPIs focused on clinical care is required. These include structure, process and outcome measurements. KPIs will evolve as part of ongoing EMS system performance improvement as approved by the EMS Medical Director and the LEMSA. KPIs will include State required core metrics in addition to local core performance indicators. The Contractor shall provide, on a monthly basis, information necessary to benchmark KPIs. KPIs focusing on clinical activities to be measured will include, at a minimum:

1. Response time performance by zone, priority, and County-wide;
2. Presumptive impressions at dispatch compared to field intervention;
3. Scene time and total pre-hospital time for time dependent clinical conditions like Acute Coronary Syndrome (ACS), stroke, and major trauma;
4. Cardiac arrest survival in accordance with Utstein protocols;
5. Fractal measurement of time to first defibrillation;
6. Compliance with protocols, procedures, timelines, and destinations for ST-Elevation Myocardial Infarction (STEMI) patients;
7. Compliance with protocols, procedures, and timelines for patients with pulmonary edema and congestive heart failure;
8. Compliance with protocols, procedures, and timelines for patients with asthma or seizures;
9. Compliance with protocols, procedures, and timelines for patients with cardiac arrest;
10. Compliance with protocols, procedures, timelines, and destinations for systems of care patients (e.g. Trauma, STEMI, Stroke, Cardiac Arrest);
11. Compliance with protocols, procedures, and timelines for assessment of pain relief;
12. Analysis of high risk, low frequency clinical performance issues and strategies to support competent care.
13. Successful airway management rate by entire system, provider type and individual, including EtCO2 detection;
14. Successful IV application rate by entire system, provider type and individual;
15. Complaint management;
16. Paramedic skill retention;
17. Use of mutual aid; and
18. Safety.

Contractor will be required to produce a periodic report that describes overall compliance with protocols and provides an analysis of which protocols have the most compliance challenges.

Proposers should describe their current and proposed benchmarking, KPI monitoring, and its method for regularly assessing compliance with EMS Medical Protocols.

**b) Higher Levels of Commitment—Clinical and Operational Benchmarking**

Measuring and monitoring KPIs on a regular and consistent basis promotes an organization's improvement and development. EMS organizations that are committed to improvement not only measure and monitor, but use the results to effect change. Proposers can demonstrate a higher level of commitment to measurement, monitoring, benchmarking, and improvement by documenting performance indicators that they measure and describing the use of the results.

Non-clinical performance indicators are relevant for operational, financial, or organizational advancement. Incorporating such focus areas demonstrates a higher level of commitment to performance and improvement.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

The Contractor's system for benchmarking might include non-clinical KPIs such as:

- employee injuries;
- vehicle collisions (>\$250 damage) per 100,000 fleet miles;
- critical vehicle/equipment breakdowns (interfering with a response or transport) per 100,000 fleet miles;
- consumer satisfaction;
- employee turnover; and
- employee satisfaction.

Other KPI benchmarking might include comparing clinical data published by the National Association of EMS Physicians or other national organizations with other similarly designed clinically sophisticated systems. The organization's approach to learning and performance improvement using industry and non-industry benchmarking can also demonstrate higher levels of capability and commitment.

Participation in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. The Proposer might demonstrate a higher level of commitment by describing past participation in and proposed out-of-hospital research projects. For illustration, such projects might include but are not limited to research involving:

- Impacts of Public Access Defibrillation (PAD);
- Reduction of "at scene" time;
- Reduction of "at patient" status to first shock or ALS intervention;
- Other research projects as approved by the EMS Medical Director.

### **3. Competitive Criterion: Dedicated Clinical Oversight Personnel**

It is LEMSA's goal that all organizations participating in the Contra Costa County EMS system have adequate and competent oversight and management of the clinical services and quality improvement activities.

#### **a) Minimum Requirements—Clinical Leadership Personnel**

A senior manager shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management programs.

The Contractor shall provide a physician (may be part-time) and a full-time Registered Nurse or Paramedic with specialized training and experience in quality improvement to implement and oversee Contractor's on-going Quality Management program. These individuals shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Agreement. At a minimum, the Contractor shall provide and maintain two full-time Clinical and Educational Services positions, in addition to the individual identified to oversee the Contractor's on-going quality management program. In addition, the Contractor shall provide at least one full-time Analyst to evaluate Patient Care Reports and eighty (80) compensated hours per month for designated field personnel to participate in clinical quality improvement activities.

The LEMSA's minimum requirement for EMS quality improvement, education and training is the IHI Open School Basic Certificate. Information can be found at <http://www.ih.org/education/IHIOpenSchool/Courses/Pages/OSInTheCurriculum.aspx>. Within eighteen months, the full-time staff dedicated to quality management and education will have completed an IHI Open School Basic Certificate.

Proposers are required to document their commitment to have the senior members of their Contra Costa County operating unit actively participate in the leadership and oversight of the EMS quality management system. This commitment includes, but is not limited to, active participation of Proposer's senior leadership in meetings related to EMS and public health and safety coordinated by the LEMSA and actively participating in projects designed to improve the quality of EMS in the County of Contra Costa.

The Proposer shall describe its commitment of leadership to clinical quality and describe the individual to oversee its clinical quality program including a job description and reporting relationships.

#### **b) Higher Levels of Commitment—Clinical Leadership Personnel**

An organization's commitment is demonstrated by the caliber, qualifications, and expertise dedicated to an endeavor.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Implementing specific programs and activities to fully engage the workforce in quality management, such as peer review activities, medical audits, etc.;

2. The quality management competencies that members of the leadership team will possess including their ability to analyze performance data and conduct improvement projects;
3. Methods used to communicate openly with the workforce and to assess the effectiveness of this communication;
4. Activities used by the organization to communicate performance data to the members of the workforce involved in the process whose performance is being monitored;
5. Strategies used by the organization's leadership team to promote legal and ethical behavior for themselves and the entire organization;
6. The organization's process for handling breaches of ethical behavior;
7. Activities of the organization's leadership to promote a culture focused on patient and employee safety;
8. Procedures used by the organization to handle situations that have or may have had an adverse impact on patients or the public;
9. Commitment to patient safety; and
10. Transparency and public reporting of clinical performance and benchmarks.

#### **4. Competitive Criterion: Medical Direction**

Ambulance services employ Medical Directors to lead the clinical care services. The involvement, commitment, and expertise expected from the Medical Director should directly contribute to the Contractors clinical service levels, quality of care and quality management and improvement

##### **a) Minimum Requirements—Medical Direction**

Proposer shall engage a physician as its Medical Director to oversee the Contractor's clinical activities. The Proposer shall identify its Medical Director and provide a curriculum vita outlining his or her experience and qualifications. Proposer shall also provide a job description or contract, which specifies expectations as to role, responsibilities and time commitment of the Medical Director. These roles are separate and distinct from that of the LEMSA Medical Director and have no statutory authority within the EMS system for medical oversight.

##### **b) Higher Levels of Commitment— Medical Direction**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Demonstrate higher levels of Medical Direction commitment by emphasizing the individual's qualifications such as Board Certification in Emergency Medicine, completion of the NAEMSP Medical Director's Course, etc.
2. Committing the Medical Director to active involvement with the Contractor and its employees, training, research, field observation, and pledges to work with the LEMSA Medical Director.
3. Committing to support its Medical Director in liaising with other members of the Contra Costa County medical community to identify and support the system's standard of care and to identify and resolve issues that may arise.

## **5. Competitive Criteria: Focus on Patients and Other Customers**

Clinical quality is not measured solely by the patient's physical outcome. It is important to monitor and analyze the entire interaction of the patient and customers within the EMS system.

### **a) Minimum Requirements—Focus on Patients and Other Customers**

At a minimum, the Contractor shall have a comprehensive mechanism for handling patient and customer complaints or issues. The Proposer shall describe the organization's mechanism for managing complaints. Include methods for receiving, investigating, resolving, and tracking complaints. Include the method for analyzing complaint patterns along with examples of improvement activities that have resulted from this analysis.

Contractor shall establish and publish a user friendly Customer Access Hotline giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The number may either be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The hotline number will be published in the local telephone directory and on the Contractor website and publicized at local healthcare facilities, fire stations, and public safety agencies. Members of the Contractor's leadership team are to be automatically notified of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.

### **b) Higher Levels of Commitment—Focus on Patients and Other Customers**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Identify how the organization determines the desires, needs, and expectations of patients and other customers. Include a list of key customer groups other than patients.
2. Discuss the mechanisms the organization uses to incorporate the "voice of the customer" in planning processes.
3. Other aspects of healthcare have documented inequalities in diagnosis and treatment based on age, ethnicity, and gender. Describe the organization's system for assuring and monitoring equitable EMS care to traditionally underserved patients such as children, the elderly, homeless, substance abusers and mental health patients as well as to all patients based on neighborhood, age, gender, and ethnicity.
4. Describe and provide detailed examples of the methods the organization uses to assess and monitor the effectiveness at meeting the needs and desires of patients and other customers. If possible, provide examples of what you have learned by using these monitoring methods and the action you have taken to improve the service to patients and other customers.
5. Most EMS systems engage in infection control practices designed to protect providers from acquiring infections. Fewer EMS systems engage in hygiene

practices that are designed to protect patients from contamination. Describe the mechanism for providing infection control for employees, system partners in healthcare and patients.

## **6. Competitive Criterion: Continuing Education Program Requirements**

### **a) Minimum Requirements— Continuing Education**

Contractor shall provide in-house or sub-contracted in-service training programs designed to meet state and LEMSA licensure/certification requirements at no cost to employees. All in-service and continuing education programs must comply with state regulations. The EMS Medical Director may mandate specific continuing education programs and content requirements, and the LEMSA may review and audit any continuing education programs offered by the Contractor.

### **b) Higher Levels of Commitment—Continuing Education**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. Targeting educational content to address local system needs;
2. Expanded content of training program offerings;
3. Introduction of innovative educational/training methods; and
4. Measuring competency with specified skill sets.

## **B. Operations**

### **1. Competitive Criterion: Dispatch and Communications**

Ambulance Response Times are impacted by the efficiency and reliability of the dispatch system referring calls to the sometimes-complex communication chain connecting a local resident or visitor who has just dialed 9-1-1 to the ambulance crew, which is asked to respond to the incident address. This communication chain varies between different jurisdictions within Contra Costa County.

This RFP is intended to promote a higher level of collaboration between the Contractor and County PSAPS, designated dispatch centers and public safety agencies to improve the efficiency and reliability of communications between those entities. The goal in this Competitive Criterion is to improve efficiency and promote a seamless dispatch process by minimizing the transfer of calls or information from the calls.

### **a) Minimum Requirements—Dispatch and Communications**

It is anticipated that during the term of the Agreement the County will make significant changes in the medical dispatch process. The EMS Modernization Project calls for a single medical dispatch center with full implementation of prioritization of ambulance requests. At a minimum, the Proposer shall commit to this improvement in the medical call-taking and dispatch processes and agree to work with the LEMSA and County to effect such changes. The Proposer shall agree to negotiate with the LEMSA and the County in good faith to achieve these goals.



The Contractor shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services from County designated dispatch centers.

Staffing levels shall be such that electronic or telephonic notifications from the County designated public safety dispatch centers are answered or responded to within fifteen (15) seconds, 95% of the time, and that ambulances are dispatched to respond to Emergency Requests within thirty (30) seconds, 90% of the time, from the receipt of information establishing a location and priority for the response.

The Contractor and its Dispatch Center staff shall maintain a professional relationship and level of interaction with other public safety dispatch centers and medical facilities, both within and outside of the County.

The Contractor is required to provide CAD to CAD interfaces with the designated medical dispatch centers within the County to expedite the transmission of call information in order for the Contractor to dispatch its units, based on the "Automated EMS Message Transmission Network Specification" available on the EMS website at <http://cchealth.org/ems/pdf/mtnspec v1.5.pdf>.

The Contractor shall provide access for LEMSA staff members to access the Contractor's CAD to audit and create reports for system performance monitoring.

Contractor shall be responsible for all mobile radio equipment and cellular phones for use in the field including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system. This will enable Contractor to effectively receive communications from the Contractor's Dispatch Center and shall be capable of receiving and replying to such requests for emergency ambulance services by voice or data linkage.

1. Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this Agreement including communicating with hospitals and other public safety agencies as required in a declared disaster situation. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient. The Contractor's ambulance crews shall be capable of transmitting 12-lead ECGs to receiving facilities.
2. Contractor shall equip all ambulances and supervisory vehicles used in performance of services in Contra Costa County with radio equipment for communications with Contractor's Dispatch Center, East Bay Regional Communications System (EBRCSA), and suitable for operation on the (CALCORD) California On-Scene Emergency Coordination Radio System. Radios operated on EBRCS shall be P25 Phase 2

compliant (additional information regarding EBRCSA is available at <http://www.ebrcsa.org>).

3. Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission (FCC), and in conformance with all applicable LEMSA rules and operating procedures.
4. Contractor shall ensure access to cellular telephones for use on ambulances and supervisory units.
5. Contractor shall equip all ambulances with Automatic Vehicle Location (AVL) devices. Contractor shall make available to LEMSA designated dispatch centers the real-time AVL information for on-duty ambulances and supervisory units within the County.

Proposers shall fully describe how they intend to comply with the minimum requirements listed above and include a description of the equipment and technology to be used.

**b) Higher Levels of Commitment— Dispatch and Communications**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Contractor may identify a means and commit to implementation of combined call-taking and dispatch of ambulances meeting the goals identified in the EMS Modernization Project Report in all or part of the EOA.
2. Contractor may collaborate with existing PSAPs and dispatch centers to locate or consolidate PSAP/Dispatch operations.
3. Other Strategies to Reduce Response Times: Proposers may propose other reasonably achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially reduce ambulance Response Times across all or any significant part of the EMS system.
4. Proposer may commit a defined annual amount to contribute to the consolidation of the medical dispatch centers. This amount may be stipulated for the Contractor to provide call-taking and dispatch with the transfer of callers from County PSAPs or it may be an amount contributed to another agency providing call-taking, dispatch, and deployment of ambulances. The contribution can include funding, assignment of personnel, or the provision of other services.

**2. Competitive Criterion: Vehicles**

Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor.

**a) Minimum Requirements—Vehicles**

At a minimum, the Contractor shall meet the requirements listed below.

1. All ambulances shall meet the standards of Title XIII, California Code of Regulations.
2. Ambulance vehicles used in providing contract services shall bear the markings of the County logo and "Contra Costa County Emergency Medical Services" in at least

four (4) inch letters on both sides. Such vehicles shall display the "9-1-1" emergency telephone number and state the level of service, "Paramedic Unit," on both sides.

3. Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 9-1-1 or any other advertisement.
4. Overall design, color, and lettering are subject to the approval of the Contract Administrator.
5. Proposer shall describe the ambulance and supervisory vehicles to be utilized for the services covered under the Agreement.
6. Ambulance replacement shall occur on a regular schedule and the Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System.
7. Each ambulance shall be equipped with GPS route navigation capabilities.

**b) Higher Levels of Commitment—Vehicles**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. Documenting the type, age, mileage, and configuration of the ambulance fleet and supervisory vehicles; and
2. Installing equipment and selecting vehicles that provide innovations for safety, specialized transport capabilities, reduced environmental impact, etc.

**3. Competitive Criterion: Equipment**

Acquisition and maintenance of all equipment including parts, supplies, spare parts, and costs of extended maintenance agreements shall be the responsibility of the Contractor.

**a) Minimum Requirements—Equipment**

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment will meet or exceed the minimum requirements of LEMSA's Ambulance Equipment and Supply List. A listing of the required on-board equipment, medical equipment, and supplies can be found on LEMSA's website. Contractor shall also comply with the specific pediatric equipment requirements as specified in EMSA #188, *Pediatric Equipment for ambulance and First Responders*.

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

LEMSA may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the Ambulance Equipment and Supply list as determined by the LEMSA, the LEMSA may:

1. Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission;
2. Subject the Contractor to a \$500.00 penalty; and
3. The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as

another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. The LEMSA may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

**b) Higher Levels of Commitment—Equipment**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

1. Providing equipment or technologies above those required by the minimum equipment list. These additional items may include advances in clinical care capabilities, opportunities for increasing safety for crewmembers and patients, and items to increase ease of work, improve efficiency or make efforts more effective.
2. Providing “smart” technologies that are blue tooth or otherwise compatible with data systems and electronic patient care records to improve patient care delivery, oversight and enhance performance improvement.

**4. Competitive Criterion: Vehicle and Equipment Maintenance**

**a) Minimum Requirements—Vehicle and Equipment Maintenance**

Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work. LEMSA expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any Ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must be immediately removed from service.

The appearance of ambulances and equipment impacts customers' perceptions of the services provided. Therefore, the LEMSA requires the Ambulances and equipment that have defects, even significant visible but only cosmetic damage, be removed from service for repair without undue delay.

Contractor must ensure an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system.

Contractor must ensure all point of care equipment on the ambulance meets CLIA standards and submit a description of the program used to assure compliance.

All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the Contractor's expense.

**b) Higher Levels of Commitment—Vehicle and Equipment Maintenance**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. Proposer offers to exceed the maintenance standard as outlined in the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services; and/or
2. The Proposer describes how it will exceed minimum requirements for the testing, monitoring, maintaining, and retaining documentation for all bio-medical equipment such as complying with the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard.

**5. Competitive Criterion: Deployment Planning**

The Contractor will be expected to work continuously to refine and improve its coverage and deployment plans throughout the term of the Agreement. All plan modifications will be at Contractor's sole discretion and expense.

**a) Minimum Requirements—Deployment Planning**

Contractor shall agree to deploy its ambulances in such a manner to achieve the Response Time requirements. The Contractor shall also commit to modify and adjust its deployment strategies in the event that Response Time performance is not complying with the standards or if it is identified that there are areas of the County which are chronically experiencing delayed responses.

The Proposer shall describe its methods and initial deployment plans to be used in Contra Costa County. A description of the methodology used by the organization to monitor and modify its plans will also be documented. At a minimum, the Contractor shall identify the average number of unit-hours deployed each week, the number of units on-duty by hour-of-day and day of week, and the posting locations for ambulances.

**b) Higher Levels of Commitment—Deployment Planning**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. The Proposer describing sophisticated processes it has developed or will use to achieve exemplary Response Time performance; and/or
2. The identification and use of technologies or managerial processes to enhance Response Time performance.
3. The Proposer will describe processes to provide real time situational awareness to other EMS System stakeholders to facilitate patient care delivery e.g. alerts or visual displays.

## **C. Personnel**

The LEMSA recognizes that those employed in the Contra Costa County EMS system ultimately determine the effectiveness and quality of the service. Proposers are encouraged to focus on employees especially as it pertains to safety, workload, advancement opportunities, and compensation.

### **1. Competitive Criterion: Field Supervision**

The LEMSA recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. The LEMSA also desires that these personnel and operational supervisory responsibilities do not displace the Contractor's provision of direct clinical supervision of the Contractor's caregivers.

#### **a) Minimum Requirements—Field Supervision**

Contractor shall provide 24-hours a day on-duty field supervisory coverage in each geographic area of the EOA (West, Central and East) within Contra Costa County. An on-duty employee or officer must be authorized and capable to act on behalf of the Contractor in all operational matters.

The Proposers shall also specifically describe how its Supervisors are able to monitor, evaluate, and improve the clinical care provided by the Contractor's personnel and to ensure that on-duty employees are operating in a professional and competent manner.

All field supervisory level staff will have successfully completed ICS 100, 200, 300 & 400, NIMS 700 & 800.

#### **b) Higher Levels of Commitment—Field Supervision**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. The provision of a dedicated supervisor(s) and vehicle(s) for Contra Costa County coverage;
2. Demonstrate that all areas of the EOA have adequate dedicated supervision that is committed to supervision and support of field personnel and the community and that their administrative tasks are limited in order to allow this high level of interaction.
3. Specialized training for supervisors (i.e. Strike team leadership, patient safety and leadership);
4. Exemplary qualification requirements; and
5. Other defined activities to support and supervise field personnel.

### **2. Competitive Criterion: Work Schedules**

This is a performance-based Agreement and Contractor is encouraged to be creative in delivering services. Contractor is expected to support employees by employing reasonable work schedules and conditions.

**a) Minimum Requirements—Work Schedules**

The LEMSA emphasizes that the Contractor is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately executed by Contractor. The LEMSA will not otherwise involve itself in Contractor's management/employee relationships.

Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. To mitigate fatigue and safety concerns, Contractor's paramedics and EMTs working on an Emergency Ambulance or as a field supervisor should work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced.

Proposer shall describe its policies and procedures used to monitor employee fatigue and impairment.

**b) Higher Levels of Commitment—Work Schedules**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

The delineation of monitoring mechanisms, procedures, and policies designed to ensure that employees are not overworked or expected to work for extended time periods that may cause fatigue and impair the employee's ability to perform safely and appropriately.

**3. Competitive Criterion: Internal Risk Management/Loss Control Program**

Education and aggressive prevention of conditions in which accidents occur are the best mechanism to avoid injuries to Contractor staff and Patients.

**a) Minimum Requirements—Risk Management**

The LEMSA requires Contractor to implement an aggressive health, safety, and loss mitigation program including, at a minimum:

1. Pre-screening of potential employees (including drug testing);
2. Initial and on-going driver training;
3. Lifting technique training;
4. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents; and
5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.
6. Ensure DEA compliant medication control processes.

Planning for safety and risk mitigation processes will include, at a minimum:

1. Gathering data on ALL incidents that occur among the Contractor's workforce;
2. Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;



3. Gather safety information as required by law;
4. Implement training and corrective action on safety related incidents, as required by law; and
5. Provide safe equipment and vehicles.

Proposer shall describe its risk management program.

**b) Higher Levels of Commitment—Risk Management**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

Implementation of a comprehensive safety and risk management plan that involves employees, analyzes processes, monitors safety activities, and incorporates all processes into policies, procedures and training programs designed to enhance safety for the workforce and patients.

**4. Competitive Criterion: Workforce Engagement**

An experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services. Proposers are encouraged to meet with current system employees and their labor representatives prior to submitting proposals.

**a) Minimum Requirements—Workforce Engagement**

At a minimum, the Proposer shall describe and document the following:

1. Describe the organization's method for providing system and individual performance feedback to employees.
2. Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.
3. Describe the credentialing requirements for the employees including but not limited to EMT's, paramedics, supervisors, dispatchers, and mechanics.
4. Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
5. Describe the organization's practices to ensure diversity in the workforce. Address the organization's level of diversity alignment with the communities that you serve.
6. Describe the organization's practices and policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
7. Impaired providers present a significant safety risk for patients, partners, and others in the community. Proposers should describe their commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs.
8. Describe the organization's processes to ensure harmonious relationships with other EMS System stakeholders.

**b) Higher Levels of Commitment— Workforce Engagement**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to the following:

1. The organization's process for assessing the engagement and satisfaction level of employees. Include description of an ongoing process that produces qualitative and quantitative KPIs for employee satisfaction.
2. The method used by the organization for two-way communication between front line employees and the leadership team.
3. The organization's mechanism for encouraging, gathering, providing feedback on and acting on employee improvement suggestions.
4. The development of a career ladder and professional development process for members of the workforce. Include a description of the succession plan for key positions.
5. The method for recognition of workforce patient care excellence and contributions.

## **D. Management**

### **1. Competitive Criterion: Key Personnel**

#### **a) Minimum Requirements—Key Personnel**

Proposers shall identify the individuals who will fill the key leadership positions for Contra Costa County. Provide resumes for the individuals. If the positions have not been filled for Contra Costa County, provide the job descriptions that will be used for the positions that include minimum qualifications and scope of responsibilities.

Identify out-of-county leadership personnel who will be actively involved in the Contra Costa County operations, if applicable. Include their resumes, qualifications, and scope of responsibilities.

#### **b) Higher Levels of Commitment—Key Personnel**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Provision of on-going training for key managers and development programs for EMS managers and supervisors offered to those personnel at no cost. While there is no specific program regarding the exact content of the development program, managers should receive training similar to the content provided in the American Ambulance Association's Ambulance Service Manager Certificate Program.
2. Stability of the Contractor's leadership team directly correlates with the continuation of the performance of the EMS system. The Proposer may describe how it will ensure continuity and reduce managerial turnover in the system.
3. Assignment of key personnel to participate in countywide initiatives e.g. Health Information Exchange, Quality Improvement and Community Outreach.

## **E. EMS System and Community**

### **1. Competitive Criterion: Supporting Improvement in the First Response System**

The EMS system in Contra Costa County is collaboration among numerous related and unrelated agencies, which are dependent on one another to assure positive outcomes for the individuals being served. The LEMSA's goals regarding this collaborative system include: 1) provide a seamless handoff of patients by first responders to the emergency ambulance service; and 2) achieve the prevailing industry standard with respect to the provision of training to first responders.

The emergency ambulance service can play a role as a partner within the pre-hospital EMS system that is concerned with the provision of emergency medical services to people who are seriously injured or ill. As a result, the ambulance service provider has, in many communities, emerged as the organization charged with facilitating ongoing and enhanced EMS training within the EMS system. This is a cost of doing business recognized by ambulance providers across the country serves a practical source of such training in most communities. It is also the logical source for such training, because the ambulance provider is the entity with a direct role in the most EMS responses in the County.

The LEMSA and the County desire to increase collaboration between the first responders and the ambulance service. This increased collaboration may take many forms including formal agreements or combined work and training activities. The Proposers are not expected to negotiate formal agreements with other EMS participants prior to the award of the Agreement. If a Proposer proposes to commit to a collaborative arrangement as described in this section, it is only necessary to state that commitment and describe the terms on which the Proposer is willing to collaborate in the Proposal.

#### **a) Minimum Requirements—First Response System**

Proposer must commit to:

1. Exercise its best, good faith efforts to maintain positive working relationships with all first response agencies across the EOA;
2. Make continuing EMS education services available without cost to all first responders across the EOA at the level prevailing in the industry;
3. Restock at the Contractor's cost basic life support supplies utilized on a one-for-one basis, based on utilization on calls by first response agencies;
4. Provide internship opportunities for EMT or paramedic students, giving preference to students from training programs located in Contra Costa County; and
5. Contractor shall designate from among its employees a single individual as its contact person/liason for the First Response agencies.

Proposers shall describe in detail how they intend to address the Minimum Requirements listed above.

**b) Higher Level of Commitment—First Response System**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

Proposers may propose strategies to strengthen the collaborative interface between the Contractor and first responders and to improve the quality and efficiency of the EMS response system through support for first responders and other agencies integral to the provision of emergency services. Examples of possible strategies include:

1. Shared medical direction with the provider
2. Group purchasing arrangements that may allow First Responder agencies to acquire medical equipment and non-exchanged supplies at a lower cost
3. Collaborative training programs
4. Collaborative strategies to address call surges, including possible coordination of responses during MCI and other disaster events.
5. Coordination between or collaborative continuous quality improvement programming
6. EMS Week Recognition and Awards Program Sponsorship
7. Coordination of public education initiatives and programming
8. Coordination of injury and illness prevention programs
9. Collaborative public information services
10. Proposers may propose other reasonable achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially expand or enhance the capacity of first responder agencies to provide services more effectively or economically.

It is recognized that some of the suggestions for a "higher level of commitment" in connection with this Competitive Criterion "Supporting Improvement in the First Response System" may be relevant to a Proposer's response to other Competitive Criteria or to certain Core Requirements. As noted above, information provided in response to other requirements or criteria cannot be taken into account when rating the Proposer's response to this Competitive Criterion. If Proposers desire that previously provided information or offerings be considered under this criterion, the specific commitments should be repeated in the response to this criterion. Proposers desiring to offer a higher level of commitment in response to this Competitive Criterion should set forth here a comprehensive description of the collaborative working relationship they intend to offer to local first responder agencies, including a description of each of the specific components and commitments which the Proposer is offering.

**2. Competitive Criterion: Health Status Improvement and Community Education**

The LEMSA desires that its Contractor take significant steps to improve injury and illness prevention and system access through community education programs provided to the school system and community groups. It is the LEMSA's expectation that Contractor will plan such programs working

collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

**a) Minimum Requirements—Community Education**

Contractor will allocate one hundred thousand dollars (\$100,000) under Plan A and three hundred thousand dollars (\$300,000) under Plan B annually for community education and improvement activities. The Proposer shall describe how these funds will be used for the benefit of the Community.

Contractor shall annually plan and implement definitive community education programs, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, supporting HeartSafe Communities initiatives, Public Access Defibrillation programs, conducting citizen and school based CPR training events, participation in EMS week and other educational activities involving illness and injury prevention, system awareness/access, and appropriate utilization of the EMS system.

Proposers shall describe their planned community education program for both Plans A and B.

**b) Higher Level of Commitment—Health Status Improvement and Community Education**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

According to the UCSF Center for Health Professions, on a national level, the ethnic compositions of the EMT and paramedic workforce does not fully reflect the U.S. population. This is of some concern because EMTs are frequently involved in situations where cultural understanding is vital, particularly in urban areas. Accordingly, Contractor may collaborate with the LEMSA and public health officials to develop and facilitate EMT training programs, internships and related opportunities for Contra Costa County residents from racial/ethnic and income groups that are underrepresented among health and emergency medical professionals.

Proposer may offer to undertake projects that shall demonstrably improve the health status in the community. Health status improvement programs targeted to "at-risk populations" may include, but are not limited to: seat belt use, child passenger safety program, bike helmet and safety program, participation in NTHSA Safe Communities Program, Every 15 minutes, 9-1-1 awareness, gun safety, hunting safety, Back to Sleep Program, Safely Surrendered Baby Program, drowning prevention, earthquake and disaster preparedness, concussion prevention programs, equestrian accident prevention, senior safety program, and home hazard inspection program.

The impact of health status improvement projects should be statistically demonstrable. For example, this includes selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement, collecting and analyzing data

on those indicators, and making the results available to the community to inform assessments of the effectiveness of an intervention and the contributions of participating entities.

Steps in the health improvement projects may include:

- Analyzing the community's health issues
- Inventorying resources
- Developing a health improvement strategy
- Establishing accountability for activities
- Monitoring process and outcomes
- Developing partnerships with Public Health, Law and Human Services

Contractor may seek external grant funding for health status improvement projects.

## **F. Integration with Healthcare Providers**

### **1. Competitive Criterion: Collaboration with Healthcare Providers**

The evolving role of EMS and dramatic changes in the healthcare delivery systems provide a challenge and opportunity in Contra Costa County.

The successful bidder will collaborate with hospitals, healthcare systems, mental health providers, County Health Services, and others involved in community health.

It is anticipated that the Contractor will enter into agreements with various healthcare agencies for provision of ambulance transportation and other services during the term of the Agreement. The Contractor will include the County as party on all such agreements so in the event of a Contractor change the agreements will remain in force within the EOA and/or County.

#### **a) Minimum Requirements— Collaboration with Healthcare Providers**

The Proposer will describe its commitment to furthering collaboration with other healthcare providers within the EOA and County. The Proposer will also describe its commitment to working with the LEMSA and healthcare providers to implement a standardized electronic health record to be shared among the caregivers.

#### **b) Higher Level of Commitment—Collaboration with Healthcare Providers**

Proposer may demonstrate a higher level commitment by:

1. Committing to a more significant role in establishing the out-of-hospital electronic healthcare record including first responder and ambulance patient care data and its immediate dissemination to the receiving facility. This may include the commitment of specific software, equipment, and/or funding.
2. Provide Letters of Interest (LOI) with existing healthcare providers indicating a desire to establish services to healthcare systems beyond those covered under this RFP.

3. Identify activities that the Contractor will undertake to create the opportunity for expanded mobile health care services to support community health and integrated healthcare within the County and the State.

DRAFT



## **SECTION VI. FINANCIAL CRITERIA**

### **A. Financial Strength and Stability**

The Proposer must provide documentation of its financial strength and stability as a going concern. The Proposer must satisfy the LEMSA that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP. Specifically, the LEMSA desires an understanding of the Proposer's financial stability, Liquidity (solvency), financial leverage (debt), asset efficiency (management or turnover), profitability, revenue recovery performance and other financial indicators.

The documents requested in this Section are to be included in separately sealed containers and will be evaluated by an independent entity engaged to evaluate the financial components. They will not be examined by the Review Panel and will be scored separately.

The information requested in this Section will allow for the determination of the Proposers' current financial situation and allow an assessment of the Proposers' projected revenue and expenses in order to establish reasonableness.

### **B. Financial Situation Documents**

#### **1. Financial Statements**

Provide year-end financial statements for the last three years and the most recent year-to-date financial statements. These should support the organization's financial ability to perform the services included in this RFP and the Proposal.

#### **2. Audited Statements**

Provide independently audited financial statements for the most recent fiscal year.

#### **3. Financial Commitments**

Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, guarantor letters or otherwise affect the responder's ability to perform the Contract. Identify current lines of credit and available funds remaining. Document any potential events, litigation, contract failures, judgments, or other actions that may significantly impact the Proposer's financial situation.

#### **4. Working Capital**

The Proposer shall describe its working capital sources and quantify the amount it expects to need for startup and improvements to the Contra Costa County EMS system. The information shall include the estimated amount of start-up capital required to finance administration and ambulance operations for the first six (6) months of the Agreement. Include the source of this capital and if any part of it will be borrowed, include verification from a financial institution that your organization is approved or pre-qualified to borrow sufficient funds. Provide any assurances for such funding from

parent or related organization in the form of a letter guaranteeing the amount of funding that may be necessary for start-up and on-going losses if projections are inadequate.

## **5. Performance Security**

The Proposer shall document its method and ability to provide the required performance security.

## **6. Financial Interests**

The Proposer shall disclose and describe any financial interests in related businesses.

# **C. Financial Projections**

The Proposer is required to complete a pro forma budget for the first three (3) years of operation under the Agreement.

## **1. Revenue projections**

All Proposers shall use the same assumptions regarding call volume, payer mix, and charges in the preparation of the revenue projections for the first three years. The Proposers will be expected to use their experience or consultants to derive the service mix, cash flow projections, CPI increases, and per transport collection by payers.

The most recently available payer mix is available in Section I.H.4 of this RFP. The fixed charges are included in Appendix 10 and the methodology for determining the annual charge increases is described in Section IV.H.3.b. The total call and transport volume is provided in the separate electronic CAD files.

The Proposer shall complete the Basis for Revenue Projections included in Appendix 14

## **2. Revenue Flow Projections**

The revenue generated from ambulance transports is not received the date that the transport occurs. All Proposers shall complete the Revenue Flow Projections included in Appendix 15. This is to be completed solely based on transports occurring after start-up. An incumbent provider should not include revenue derived from transports prior to the contract start date.

## **3. Expense Projections**

The Proposers' expenses are going to vary between Plans A and B. Therefore three-year expense projections will need to be provided for in each Plan. In addition to the expense budget line items, the Proposers shall document their assumptions used to develop the pro formas. The required documentation of assumptions and expense budget templates are included in Appendix 16.

#### **4. One-Time Start Up and Capital Items**

The one-time expenses for start-up shall be documented on the template provided in Appendix 17. Some of these expenses may not be required on an incumbent provider, but the incumbent should complete the value of existing assets in the template.

#### **5. Pro Forma Summary**

The comparison of revenue and expenditures shall be summarized in the template provided in Appendix 18. This shall be completed for each plan and for each of the first three years of operation.

### **D. Pricing**

The Proposer is required to complete and sign the Price Sheet Form for ALS interfacility transports. The Price Sheet Form is included in Appendix 19.

## **Appendix 1**

### **MANDATORY TABLE OF CONTENTS**

## Appendix 1

### Mandatory Table of Contents

#### **FACE SHEET** (FORM IN APPENDIX 9-EXHIBIT A)

#### **SECTION I. EXECUTIVE SUMMARY**

#### **SECTION II. SUBMISSION OF REQUIRED FORMS**

- A. Insurance Certificates** (Requirements in Appendix 12)
- B. Debarment and Suspension Certification** (Form in Appendix 9-Exhibit B)
- C. References** (Form in Appendix 9-Exhibit C)
- D. Investigative Authorization-Individual** (Form in Appendix 9-Exhibit D)
- E. Investigative Authorization-Entity** (Form in Appendix 9-Exhibit E)

#### **SECTION III. QUALIFICATION REQUIREMENTS**

##### **A. Organizational Disclosures**

###### **1. Organizational ownership and legal structure**

Supporting documentation required.

###### **2. Continuity of business**

Supporting documentation required.

###### **3. Licenses and permits**

Supporting documentation required.

###### **4. Government investigations**

Supporting documentation required (May be in electronic format).

###### **5. Litigation**

Supporting documentation required. (May be in electronic format)

## **B. EXPERIENCE AS SOLE PROVIDER**

### **1. Demonstrate Capability in Lieu of Experience**

Supporting documentation required for applicable qualifications in this section.

### **2. Comparable experience**

Supporting documentation required.

### **3. Government contracts**

Supporting documentation required.

### **4. Contract Compliance**

Supporting documentation required.

## **C. Demonstrated Response Time Performance**

Supporting documentation required.

## **D. Demonstrated High Level Clinical Care**

Supporting documentation required.

## SECTION IV. CORE REQUIREMENTS

### A. Two Service Plans are to be Addressed

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.A.
_____ Proposer takes exception to provisions contained in Section IV.A. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### B. Contractor's Functional Responsibilities

#### 1. Basic Services

#### 2. Services Description

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.B. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.B. (1.-2.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>



## C. Clinical

### 1. Clinical Overview

### 2. Medical Oversight

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.C. (1.-2.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### 3. Minimum Clinical Levels and Staffing Requirements

**Supporting narrative and/or documentation required.**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.3.
_____ Proposer takes exception to provisions contained in Section IV.C.3 as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## D. Operations

### 1. Operations Overview

#### a) Emergency Response Zones

Attestation for Plan A
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.1.a.
_____ Proposer takes exception to provisions contained in Section IV.D.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

Attestation for Plan B
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.1.a.
_____ Proposer takes exception to provisions contained in Section IV.D.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

#### b) All Emergency and Non-emergency ALS Ambulance Calls

#### c) Primary Response to Isolated Peripheral Areas of the EOA

#### d) Substantial Penalty Provisions for Failure to Respond

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.1. (b.-d.)
_____ Proposer takes exception to provisions contained in Section IV.D.1. (b.-d.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## 2. Transport Requirement and Limitations

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.2. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.D.2. (a-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## 3. Response time Performance Requirements

### a) Description of Call Classification

### b) Response Time Performance Requirements

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.3. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.D.3. (a-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### c) Summary of Response Time Requirements

Attestation for Plan A
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.3.c.
_____ Proposer takes exception to provisions contained in Section IV.D.3.c. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

Attestation for Plan B
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.3.c.</p>
<p>_____ Proposer takes exception to provisions contained in Section IV.D.3.c. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.</p> <p><u>Exceptions:</u></p>

#### 4. Modifications During the Term of Agreement

#### 5. Response Time Measurement Methodology

Attestation:
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.4 and IV.D.5. (a.-i.)</p>
<p>_____ Proposer takes exception to provisions contained in Section IV.D.4 and IV.D.5. (a.-i.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.</p> <p><u>Exceptions:</u></p>

#### 6. Response Time Exceptions and Exception Requests

Attestation:
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.6. (a.-c.)</p>
<p>_____ Proposer takes exception to provisions contained in Section IV.D.6. (a.-c.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.</p> <p><u>Exceptions:</u></p>

## 7. Response Time Performance Reporting Procedures and Penalty Provisions

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.7. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.D.7. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## 8. Fleet Requirement

## 9. Coverage and Dedicated Ambulances, Use of Stations/Posts

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D. (8.-9.)
_____ Proposer takes exception to provisions contained in Section IV. D. (8.-9.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## E. Personnel

### 1. Treatment of Incumbent Work Force

**Supporting narrative and/or documentation required.**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.E.1.
_____ Proposer takes exception to provisions contained in Section IV. E.1. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## 2. Character, Competence and Professionalism of Personnel

## 3. Internal Health and Safety Programs

## 4. Evolving OSHA & Other Regulatory Requirements

## 5. Discrimination Not Allowed

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.E.(2.-5.)
_____ Proposer takes exception to provisions contained in Section IV. E.(2.-5.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## F. Management

### 1. Data and Reporting Requirements

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F.1. (a.-d.)
_____ Proposer takes exception to provisions contained in Section IV. F.1. (a.-d.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## **G. EMS System and Community**

### **1. Participation in EMS System Development**

### **2. Accreditation**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.G. (1.-2.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### **3. Multi-casualty/Disaster Response**

### **4. Mutual Aid and Stand-by Services**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (3.-4.)
_____ Proposer takes exception to provisions contained in Section IV.G. (3.-4.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### **5. Permitted Subcontracting**

### **6. Communities May Contract Directly for Level of Effort**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (5.-6.)
_____ Proposer takes exception to provisions contained in Section IV.G. (5.-6.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>



## 7. Supply Exchange and Restock

## 8. Handling Service Inquiries and Complaints

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (7.-8.)
_____ Proposer takes exception to provisions contained in Section IV.G. (7.-8.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## H. Administrative Provisions

### 1. Contractor Payments for Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities (Plan B only)

Attestation for Plan B
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H.1.
_____ Proposer takes exception to provisions contained in Section IV.H.1.. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### 2. No Subsidy System

Attestation for Plan B
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H.2.
_____ Proposer takes exception to provisions contained in Section IV.H.2.. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**Supporting narrative and/or documentation required.**

Attestation for Plan A

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H.2.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.H.2.. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.  
Exceptions:

**3. Contractor Revenue Recovery**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H. 3. (a.-b.)

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.H. 3. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.  
Exceptions:

**4. Federal Healthcare Program Compliance Provisions**

**5. State Compliance Provisions**

**6. Billing/Collection Services**

**7. Market Rights**

**8. Accounting Procedures**

**9. County Permit.**

**10. Insurance Provisions**

**Insurance documentation required**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H. (4.-10.)

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.G. (4.-10.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

**11. Hold Harmless / Defense / Indemnification / Taxes / Contributions**

**12. Performance Security Bond**

**13. Term of Agreement**

**14. Earned Extension to Agreement**

**15. Continuous Service Delivery**

**16. Annual Performance Evaluation**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H. (10.-16.)

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.H. (10.-16.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

**17. Default and Provisions for Termination of the Agreement**

**18. Termination**

**19. Emergency Takeover**

**20. Transition Planning**

**21. LEMSA's Remedies**

**22. Provisions for Curing Material Breach and Emergency Take Over**

**23. "Lame duck" Provisions**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H. (17.-23.)

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.H. (17.-23.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

## 24. General Provisions

### **Exceptions to General Provisions of Contract Requires Documentation**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H.24 (a.-o.)

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.H.24. (a.-o.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

## SECTION V. COMPETITIVE CRITERIA

### A. Clinical

#### 1. Competitive Criterion: Quality Improvement

##### a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

##### b) Higher Levels of Commitment—Quality Management

**Supporting narrative and/or documentation required.**

## 2. Competitive Criterion: Clinical and Operational Benchmarking

### a) Minimum Requirements—Clinical and Operational Benchmarking

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.2.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment—Clinical and Operational Benchmarking

**Supporting narrative and/or documentation required.**

## 3. Competitive Criterion: Dedicated Clinical Oversight Personnel

### a) Minimum Requirements—Clinical Leadership Personnel

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.3.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment—Clinical Leadership Personnel

**Supporting narrative and/or documentation required.**

#### 4. Competitive Criterion: Medical Direction

##### a) Minimum Requirements—Medical Direction

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.4.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

##### b) Higher Levels of Commitment—Medical Direction

**Supporting narrative and/or documentation required.**

#### 5. Competitive Criteria: Focus on Patients and Other Customers

##### a) Minimum Requirements— Focus on Patients and Other Customers

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.5.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.5.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

##### b) Higher Levels of Commitment— Focus on Patients and Other Customers

**Supporting narrative and/or documentation required.**



## 6. Competitive Criterion: Continuing Education Program Requirements

### a) Minimum Requirements—Continuing Education

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.6.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.6.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment— Continuing Education

**Supporting narrative and/or documentation required.**

## B. Operations

### 1. Competitive Criterion: Dispatch and Communications

#### a) Minimum Requirements— Dispatch and Communications

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment— Dispatch and Communications

**Supporting narrative and/or documentation required.**

## 2. Competitive Criterion: Vehicles

### a) Minimum Requirements—Vehicles

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.2.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment— Vehicles

**Supporting narrative and/or documentation required.**

## 3. Competitive Criterion: Equipment

### a) Minimum Requirements—Equipment

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.3.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment— Equipment

**Supporting narrative and/or documentation required.**

#### 4. Competitive Criterion: Vehicle and Equipment Maintenance

##### a) Minimum Requirements— Vehicle and Equipment Maintenance

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.4.a.
_____ Proposer takes exception to provisions contained in Section V.B.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

##### b) Higher Levels of Commitment— Vehicle and Equipment Maintenance

**Supporting narrative and/or documentation required.**

#### 5. Competitive Criterion: Deployment Planning

##### a) Minimum Requirements— Deployment Planning

**Supporting narrative and/or documentation required.**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.5.a.
_____ Proposer takes exception to provisions contained in Section V.B.5.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

##### b) Higher Levels of Commitment— Deployment Planning

**Supporting narrative and/or documentation required.**

## C. Personnel

### 1. Competitive Criterion: Field Supervision

#### a) Minimum Requirements— Field Supervision

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment— Field Supervision

**Supporting narrative and/or documentation required.**

### 2. Competitive Criterion: Work Schedules

#### a) Minimum Requirements— Work Schedules

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.2.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment— Work Schedules

**Supporting narrative and/or documentation required.**

### 3. Competitive Criterion: Internal Risk Management/Loss Control Program

#### a) Minimum Requirements—Risk Management

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.3.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment— Risk Management

Supporting narrative and/or documentation required.

### 4. Competitive Criterion: Workforce Engagement

#### a) Minimum Requirements— Workforce Engagement

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.4.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment— Workforce Engagement

Supporting narrative and/or documentation required.

## D. Management

### 1. Key Personnel

#### a) Minimum Requirements—Key Personnel

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.D.1 .a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.D.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment—Key Personnel

**Supporting narrative and/or documentation required.**

## E. EMS System and Community

### 1. Supporting Improvement in the First Response System

#### a) Minimum Requirements—First Response System

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.E.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.E.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment—First Response System

**Supporting narrative and/or documentation required.**

## 2. Health Status Improvement and Community Education

### a) Minimum Requirements—Community Education

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.E.2.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.E.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment—Health Status Improvement and Community Education

**Supporting narrative and/or documentation required.**

## F. Integration with Healthcare Providers

### 1. West Side Healthcare District Area

#### a) Minimum Requirements—Collaboration with Healthcare Providers

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.F.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.F.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment— Collaboration with Healthcare Providers

**Supporting narrative and/or documentation required.**



## SEPARATE SUBMISSION: FINANCIAL DOCUMENTS

### A. Financial Documents

The Proposer shall submit all of the requested financial documents in a separately sealed container labeled "Financial Documents." There shall be one (1) original and five (5) copies plus one (1) electronic version on a disk or USB memory stick.

### B. Financial Situation Documents

The Proposer shall submit the following documents and information supporting the following:

#### 1. Financial Statements

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

#### 2. Audited Statements

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

#### 3. Financial Commitments

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

#### 4. Working Capital

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

#### 5. Performance Security

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

#### 6. Financial Interests

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

### C. Financial Projections

Proposers shall submit the following financial projections and assumptions consistent with the specified templates contained in the Appendices.

#### 1. Revenue projections

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

## **2. Revenue Flow Projections**

**Supporting documentation required. (Separate sealed envelope labeled “Financial Documents”)**

## **3. Expense Projections**

**Supporting documentation required. (Separate sealed envelope labeled “Financial Documents”)**

## **4. One-Time Start Up and Capital Items**

**Supporting documentation required. (Separate sealed envelope labeled “Financial Documents”)**

## **5. Pro Forma Summary**

**Supporting documentation required. (Separate sealed envelope labeled “Financial Documents”)**

## **D. ALS Interfacility Pricing**

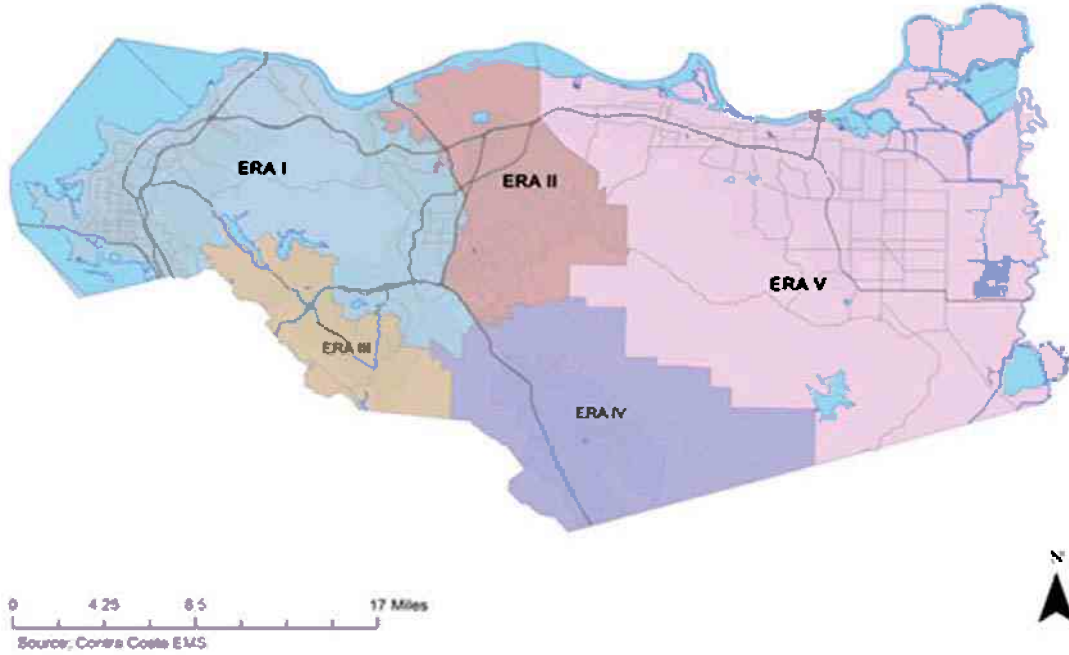
Proposer shall complete and submit the ALS Interfacility Price Sheet in Appendix 20.

**Supporting documentation required. (Separate sealed envelope labeled “Financial Documents”)**

## **Appendix 2**

### **MAP OF EXCLUSIVE OPERATING AREA**

Contra Costa County  
Emergency Ambulance Service  
**Emergency Response Areas**  
2014 competitive process for ERA I, ERA II and ERA V



## **Appendix 3**

### **EMERGENCY RESPONSE ZONE MAPS**

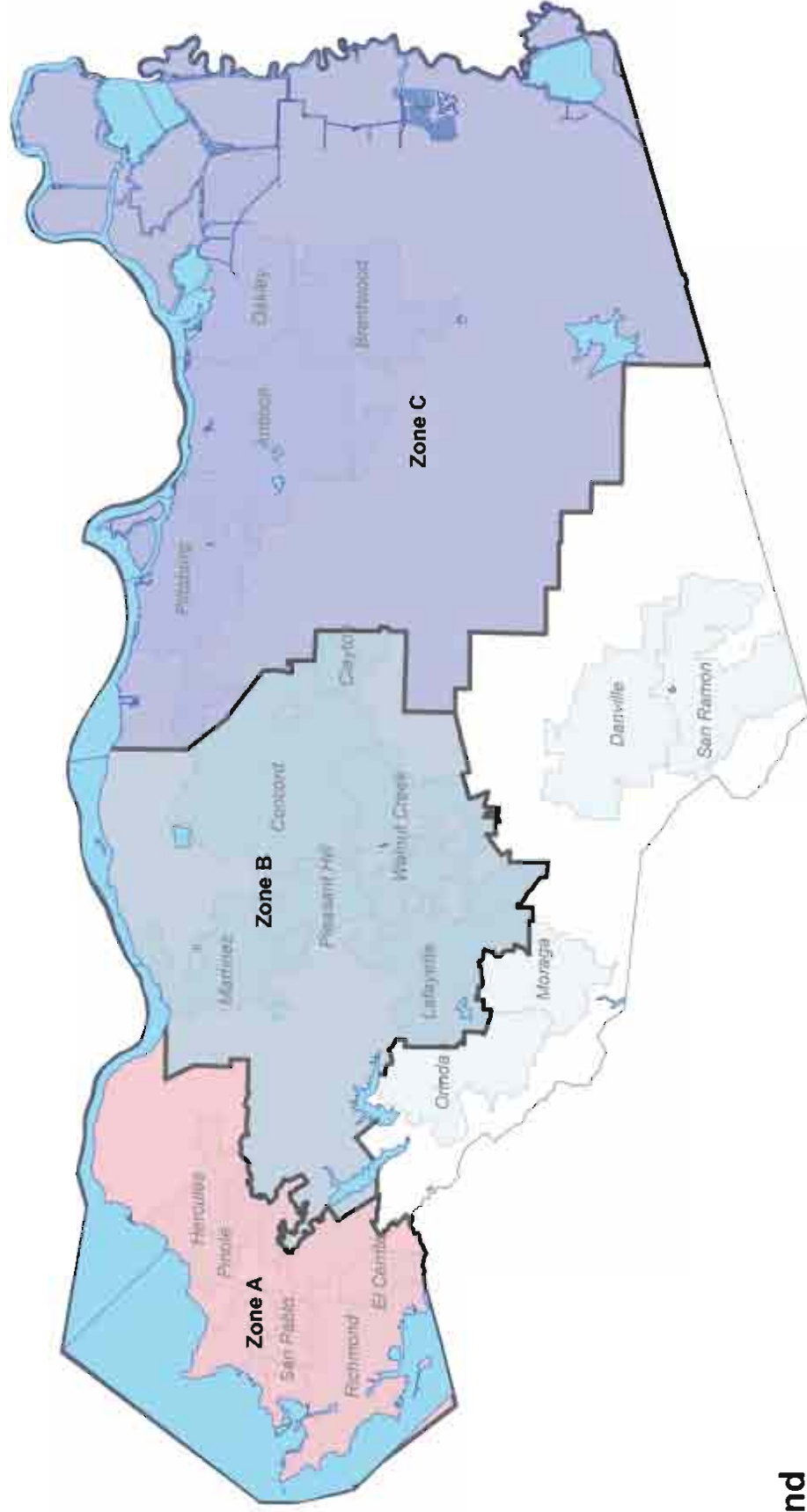
## Ambulance Zones - Plan A



Source: Contra Costa EMS

# Contra Costa County

## Ambulance Zones - Plan B



### Legend

- Zone A
- Zone B
- Zone C

Source: Contra Costa EMS



## **Appendix 4**

### **COUNTY AMBULANCE ORDINANCE**

ORDINANCE NO. 83-28  
(Ambulance Services)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: AMBULANCE ORDINANCE. Division 48 "Ambulances" of the County Ordinance Code is repealed, amended, and re-enacted to read:

Division 48

AMBULANCES

Chapters:

- 48-2 General Provisions
- 48-4 Definitions
- 48-6 Permits
- 48-8 Vehicle Compliance
- 48-10 Fees
- 48-12 Personnel Standards
- 48-14 Permit Suspension or Revocation
- 48-16 Emergency Response
- 48-18 Miscellaneous Provisions
- 48-20 Enforcement

Chapter 48-2

GENERAL PROVISIONS

Sections:

- 48-2.002 Title
- 48-2.004 Purpose
- 48-2.006 Exemptions.

48-2.002 Title. This division shall be known as the "Ambulance Ordinance of Contra Costa County."  
(Ord. 83-28 §1 (part), Ord. 70-77)

48-2.004 Purpose. The purposes of this division are to:

- (1) Enact formal policies and regulations for licensing and regulating the operation of ambulances;
- (2) Protect the public from unsafe and unsanitary operation of ambulances;
- (3) Allow for adequate emergency ambulance services and non-emergency ambulance services in all areas of the county; and
- (4) Allow for the orderly and lawful operation of a local emergency medical services system pursuant to the provisions of Health and Safety Code sections 1797 et seq.  
(Ord. 83-28 §1 (part), 70-77.)

48-2.006 Exemptions.

- (a) This division shall not apply:

(1) To vehicles operated as ambulances and to persons engaged in the ambulance service where ambulance services are rendered at the request of any county communications center or at the request of any law enforcement or fire protection agency during any "state of war emergency", "State of emergency", or "local emergency" as defined in Government Code section 8558 or during any period (not over 30 days, but renewable every 30 days) when the County health officer has determined in writing that adequate emergency ambulance service will not be available from existing permittees;

(2) To vehicles operated as ambulances and to persons engaged in the ambulance service where ambulance services are rendered exclusively to patients who become in need of ambulance service while on or in the place of business of the person and where no charge is made for the ambulance services rendered, provided however, that if the vehicle is going to travel Code 3 or its equivalent, the appropriate county communications center shall be so notified of this fact.

(b) This division shall not prevent any peace officer, firefighter, or physician licensed to practice medicine in this state, from arranging for the transportation of an individual in need of emergency medical care when no ambulance with an appropriate ambulance service permit is available and such transportation is required immediately for the preservation of life or to avoid substantial impairment of the person to be transported.  
(Ord. 83-28 §1 (part), 70-77.)

#### Chapter 48-4

#### DEFINITIONS

##### Sections:

48-4.002	Generally.
48-4.004	Ambulance.
48-4.006	Ambulance service.
48-4.008	Attendant.
48-4.010	Driver.
48-4.011	Limited Advanced Life Support and Advanced Life Support.
48-4.012	Emergency Response Areas.
48-4.014	Emergency Response Area List.
48-4.016	Health officer.
48-4.018	Medical director.
48-4.022	Permit officer.
48-4.023	Permit.
48-4.024	Sheriff.

48-4.002 Generally. Unless otherwise specifically provided, or required by the context, the following terms have the meanings set forth in this chapter.  
(Ord. 83-28 §1 (part), 70-77.)

48-4.004 Ambulance. "Ambulance" means any privately owned vehicle specifically constructed, modified, equipped, or arranged and operated for the transportation of individuals in need of medical care and which operates or may operate Code 3 or its equivalent. The meaning includes, but is not limited to, privately owned ambulances and paramedic units.  
(Ord. 83-28 §1 (part), 70-77.)

48-4.006 Ambulance service. "Ambulance service" means the activity, business or service, for hire, profit, or otherwise, of transporting one or more persons by ambulance on or in any of the streets, roads, highways, alleys, or any public way or place in the unincorporated areas of this county.  
(Ord. 83-28 §1 (part), 70-77.)

48-4.008 Attendant. "Attendant" means a trained and/or qualified individual who, regardless of whether he/she also serves as driver, is responsible for the care of ambulance patients and who has met all license and other requirements in applicable state laws and regulations. The term includes EMT I, EMT II, and EMT-P, as those terms are used in Health and Safety Code sections 1797 et seq.  
(Ord. 83-28 §1 (part), 70-77.)

48-4.010 Driver. "Driver" means an individual who drives an ambulance and who has met all license and other requirements in applicable state laws and regulations.  
(Ord. 83-28 §1 (part), 70-77.)

48-4.011 Limited Advanced Life Support and Advanced Life Support. "Limited Advanced Life Support" and "Advanced Life Support" have the same meanings as when used in Health and Safety Code sections 1797 et seq.  
(Ord. 83-28 §1 (part).)

48-4.012 Emergency Response Area. "Emergency response areas" means the areas shown on the map entitled "Emergency Response Areas of Contra Costa County" on file in the office of the sheriff and the clerk of the board, and as it may be changed from time to time by the permit officer pursuant to section 48-16.004.  
(Ord. 83-28 §1 (part), 70-77.)

48-4.014 Emergency Response Area List. "Emergency Response Area List(s)" means that list of permittee(s) for each emergency response area who have entered into an ambulance service agreement with the county and who will be contacted by a county communications center in accordance with regulations adopted by the permit officer to respond to calls for emergency ambulance services which it receives. Copies of the emergency response area list(s) shall be kept on file in the offices of the sheriff and the clerk of the board.  
(Ord. 83-28 §1 (part), 70-77.)

48-4.016 Health officer. "Health officer" means the County Health Officer, or other official designated by the Board to perform the Health Officer's functions under this division.  
(Ord. 83-28 §1 (part), 70-77.)

48-4.018 Medical Director. "Medical Director" means the Health Officer, or other person designated pursuant to section 48-4.016 and Health and Safety Code section 1797.202.  
(Ord. 83-28 §1 (part), 70-77.)

48-4.022 Permit officer. "Permit officer" means the Health Officer.  
(Ord. 83-28 §1 (part), 77-61, 70-77.)

48-4.023 Permit. "Permit" means:

(1) "Non-emergency Ambulance Service Permit" means written authorization by the County to provide non-emergency ambulance service within specified Emergency Response area(s).

(2) "Emergency Ambulance Service Permit" means written authorization by the County to provide emergency ambulance service within specified Emergency Response area(s).  
(Ord. 83-28 §1 (part).)

48-4.024 Sheriff. "Sheriff" means the Sheriff-Coroner of this county.  
(Ord. 83-28 §1 (part), 70-77.)

## Chapter 48-6

### PERMITS

#### Sections:

48-6.002	Required.
48-6.004	Application-Forms.
48-6.006	Application-Required data.
48-6.008	Applicant-Investigation.
48-6.012	Issuance.
48-6.013	Appeal from permit denial.
48-6.014	Term.
48-6.016	Temporary-When issued.
48-6.018	Application-Change of data.
48-6.020	Termination.

48-6.002 Required. No person (either as owner, agent or otherwise) shall furnish, operate, conduct, maintain or otherwise engage in, or advertise, offer or profess to engage in the ambulance service unless he/she holds (and is entitled to hold) a currently valid ambulance service permit.  
(Ord. 83-28 §1 (part), 70-77.)

48-6.004 Application - Forms. Each application for an ambulance service permit shall be made upon forms prescribed by the permit officer.  
(Ord. 83-28 §1 (part), 70-77.)

48-6.006 Application - Required data. (a) Non-emergency service. Each application for a non-emergency ambulance service permit shall show the following data:

(1) The name(s) and address(es) of the applicant(s) and of the owner(s) of the ambulance(s) and the business or any interest therein;

(2) The applicant's training and experience in the transportation and care of patients;

(3) The names under which the applicant has engaged, does, or proposes to engage in ambulance service;

(4) A description of each ambulance including: the make, model, year of manufacture, vehicle identification number; current state license number; the length of time the vehicle has been in use; and the color scheme, insignia, name, monogram and other distinguishing characteristics of the vehicle; a description of the company's program for maintenance of the vehicle; and a description of the vehicle's radio(s);

(5) That the applicant has obtained all licenses and permits required by state laws or regulations for the type of ambulance service proposed;

(6) The Emergency Response Area(s) for which a non-emergency ambulance service permit is desired;

(7) The names and qualifications of each attendant employed, or to be employed, in providing ambulance service;

(8) That the applicant possesses and maintains currently valid California Highway Patrol Inspection Reports for each vehicle listed in the application;

(9) A description of the Company's training and orientation programs for attendants and for dispatchers;

(10) Evidence of such financial responsibility and insurance coverage as may be required by the permit officer;

(11) Facts relied on by the applicant in asserting that the public health, safety, welfare, convenience and necessity warrant the granting of the non-emergency ambulance service permit.

(b) Emergency Service. Each applicant who desires an Emergency Ambulance Service Permit shall, in addition to the information required by paragraph (a) above, also show:

(1) The ability of the applicant to provide emergency ambulance service within established response times for each emergency response area applied for, twenty four hours per day, seven days per week, year round;

(2) The emergency response area(s) in which the applicant wishes to provide emergency ambulance service;

(3) That the public health, safety, welfare, convenience and necessity warrant the granting of the emergency ambulance service permit;

(4) All service charges and the rate structure of the company;

(5) Whether the service will include limited advanced or advanced life support service, and, if so:

(i) The number of limited advanced and/or advanced life support units to be deployed on each shift;

(ii) The emergency response area(s) to receive limited advanced life support service;

(iii) The emergency response area(s) to receive advanced life support service; and

(iv) The provisions, if any, for continuing education of the limited advanced and advanced life support attendants.

(c) Additional Information: The applicant may be required to submit such other information as the permit officer deems necessary for determination of compliance with this division. (Ord. 83-28 §1(part), 70-77.)

48-6.008 Applicant - Investigation. Upon receipt of a completed application and the required fee, the permit officer shall make or cause to be made such investigation as the health officer deems necessary to determine if:

(a) The public health, safety, welfare, convenience and necessity require the issuing of a permit;

(b) The applicant is a responsible and proper person to conduct, operate or engage in this ambulance service;

(c) The applicant meets the requirements of this division and of other applicable laws, ordinances and regulations; and

(d) That the radio(s) in each vehicle is (are) installed pursuant to regulations adopted by the permit officer, and is (are) in good working order.  
(Ord. 83-28 §1 (part).)

48-6.012 Issuance. The permit officer shall issue an ambulance service permit to the applicant if the permit officer determines that the requirements contained in section 48-6.008 have been satisfied and complied with.  
(Ord. 83-28 §1 (part), 70-77.)

48-6.013 Appeal From Permit Denial. Whenever the permit officer denies an application for a non-emergency or emergency ambulance service permit, the applicant may request a hearing on the denial at which the applicant will have the burden of proof. The hearing will be scheduled within 30 days of the applicant's written request for hearing. The provisions of sections 48-14.010, 48-14.012, and 48-14.014 shall apply to such hearings, except that the applicant and the county shall share equally in the costs of any hearing officer and court reporter.  
(Ord. 83-28 §1 (part).)

48-6.014 Term. Permits shall be valid for a period of three years, unless earlier suspended, revoked or terminated. Nothing in this division shall be construed as requiring the granting of a permit upon expiration of a previous permit, or as creating any vested or property right in the renewal, extension, or continuance of any permit after the expiration of its term.  
(Ord. 83-28 §1 (part), 70-77.)

48-6.016 Temporary - When Issued. The Permit Officer may issue a temporary permit for a period of not over 90 days, renewable for cause expressed in writing by the permit officer.  
(Ord. 83-28 §1 (part), 83-3, 70-77.)

48-6.018 Application - Change of data. The applicant and permittee shall report to the permit officer any change in the data required in section 48-6.006 within ten days of the effective date of the change, except that any change in the data required in section 48-6.006 (a) (1) and (5) shall be reported immediately.  
(Ord. 83-28 §1 (part), 70-77.)

48-6.020 Termination. Any change of ownership of a permitted ambulance service terminates the permit.  
(Ord. 83-28 §1 (part), 70-77.)



Chapter 48-8

VEHICLE COMPLIANCE

Sections:

48-8.002 Required.

48-8.004 Inspection.

48-8.002 Required. Every ambulance shall carry a valid California Highway Patrol Inspection Report authorizing the use of the vehicle as an ambulance.  
(Ord. 83-28 §1 (part), 70-77.)

48-8.004 Inspection. Ambulance service operators shall allow the permit officer, or designee(s), to inspect, on a preannounced or unannounced basis, all ambulances used to provide ambulance service. The purpose of such inspections may include, but shall not be limited to, determining if:

(a) The ambulance is properly maintained and equipped for the provision of ambulance service;

(b) The description of the ambulance, required by §48-6.006 (a)(4), is accurate;

(c) The ambulance contains radio(s) installed pursuant to regulations adopted by the Permit Officer, and that the radio(s) is (are) in good working order.  
(Ord. 83-28 §1 (part), 70-77.)

Chapter 48-10

FEEs

Sections:

48-10.002 Permit.

48-10.004 Temporary Permit.

48-10.010 Payment.

48-10.002 Permit. A nonrefundable fee in the form prescribed by the permit officer shall accompany every application for an ambulance service permit, in accordance with the following:

(a) The fee for a non-emergency ambulance service permit, regardless of the number of emergency response areas to be served, shall be established by resolution of the Board of Supervisors.

(b) The fee for an emergency ambulance service permit shall be such sum per emergency response area to be served as shall be established by resolution of the Board of Supervisors.  
(Ord. 83-28 §1 (part), 70-77.)

48-10.004 Temporary Permit. (a) Amount: A non refundable fee in an amount established by resolution of the Board of Supervisors shall be required before the permit officer may issue a temporary ambulance service permit.

(b) Credit: If a regular ambulance service permit is issued to a temporary permit holder, the regular permit shall be deemed

issued as of the date the temporary permit was issued and the permittee shall be entitled to a credit for the amount of the temporary permit fee paid.  
(Ord. 83-28 §1 (part), 70-77.)

48-10.010 Payment. The fees required by this chapter shall be paid to the County permit officer at the time of application for a permit and shall be forwarded by him/her to the County Auditor-Controller.  
(Ord. 83-28 §1 (part), 70-77.)

#### Chapter 48-12

#### PERSONNEL STANDARDS

##### Sections:

- 48-12.002 Drivers and Attendants.
- 48-12.004 Uniform and appearance.
- 48-12.006 Dispatchers.

48-12.002 Drivers and attendants. Each person providing ambulance service subject to permit under this division shall:

(a) Employ only drivers who possess a valid Ambulance Driver certificate issued by the California Department of Motor Vehicles;

(b) Employ only attendants who have valid certification pursuant to Health and Safety Code sections 1797 et seq., or regulations promulgated pursuant to those provisions.  
(Ord. 83-28 §1 (part), 70-77.)

48-12.004 Uniform and appearance. Each person providing ambulance services subject to permit under this division shall staff each ambulance with appropriate personnel who shall wear clean uniforms, be neat and clean and comply with the requirements of this division and such other requirements as may be prescribed by the permit officer to assure compliance with this division.  
(Ord. 83-28 §1 (part), 70-77.)

48-12.006 Dispatchers. Each person providing ambulance service subject to permit under this division shall assign at least one person to be responsible for receiving calls and dispatching ambulances.

Persons holding emergency ambulance service permit(s) under this division shall provide such dispatch services on a 24 hour per day basis and shall adequately train the dispatcher to radio operation and protocols and to the emergency response area(s) served before said dispatcher begins dispatching emergency calls.  
(Ord. 83-28 §1 (part).)

CHAPTER 48-14

PERMIT SUSPENSION OR REVOCATION

Sections:

- 48-14.002 Authority.
- 48-14.004 Notice issuance.
- 48-14.006 Hearing.
- 48-14.008 Emergency action.
- 48-14.010 Evidence.
- 48-14.012 Hearing Officer.
- 48-14.014 Decision.

48-14.002 Authority. The permit officer may suspend or revoke an ambulance service permit for failure to comply with and maintain compliance with, or for violation of, any applicable provisions, standards or requirements of state law or regulation, of this division, or of any regulations promulgated hereunder. Suspension is not a condition precedent to revocation. (Ord. 83-28 §1 (part), 70-77.)

48-14.004 Notice issuance. Before suspension or revocation, the permit officer shall give written notice to the permittee specifying why such action is contemplated and giving the permittee a reasonable period of time (not less than seven nor more than fifteen days) to comply with the provisions in question or to show cause against suspension or revocation and setting a date for hearing thereon. (Ord. 83-28 §1 (part), 70-77.)

48-14.006 Hearing. At the hearing the permit officer has the burden of proof and may present evidence as to why such action should be taken and to answer the evidence presented by the permittee. (Ord. 83-28 §1 (part), 70-77.)

48-14.008 Emergency action. The permit officer may reduce the period of time for compliance under a suspension or revocation notice to no less than 24 hours and set the matter for hearing immediately upon expiration of said period when he/she makes written preliminary findings that such action is necessary to protect the public health, safety and welfare. When, as a result of such an emergency proceeding a permit is suspended or revoked, the permittee may request an additional hearing at which the permittee will have the burden of establishing renewed compliance justifying reinstatement of the permit. Such additional hearing will be commenced within five days of the permittee's request. The request for, or the scheduling of, an additional hearing shall not stay operation of the suspension or revocation order. (Ord. 83-28 §1 (part), 70-77.)

48-14.010 Evidence. In hearings conducted pursuant to this chapter, evidence must be relevant, non-cumulative, and of such nature as responsible persons are accustomed to rely on in the conduct of serious affairs. Written statements by a county officer or employee, an officer or employee of the State of California, or an officer or employee of any law enforcement or fire protection agency acting in the course and scope of their official duties or employment may be accepted as evidence that such fact(s) or condition(s) do or do not exist. (Ord. 83-28 §1 (part).)

48-14.012 Hearing officer. Hearings conducted pursuant to this chapter shall be conducted before a hearing officer designated by the County Administrator. The hearing officer may issue subpoenas for the production of documents and/or attendance of witnesses. The hearing officer shall determine whether oral evidence at the hearing shall be recorded by a court reporter at county expense. At the conclusion of said hearing, the hearing officer shall promptly prepare a written summary of the evidence and proposed findings and conclusions for consideration by the permit officer.  
(Ord. 83-28, §1 (part).)

48-14.014 Decision. The permit officer shall issue a written decision within thirty days after conclusion of the hearing.  
(Ord. 83-28 §1 (part), 70-77.)

#### Chapter 48-16

#### EMERGENCY RESPONSE

##### Sections:

- 48-16.002 General requirements.
- 48-16.004 Change of area map.
- 48-16.005 Ambulance Service Agreements.
- 48-16.006 Preparation of area lists.
- 48-16.008 Compulsory Emergency Ambulance Service.

48-16.002 General requirements. When responding to an emergency call and/or operating "Code 3" or its equivalent, the ambulance driver shall see that the radio is activated; shall notify the appropriate county communications center that he/she is responding to an emergency call and/or operating "Code 3" or its equivalent; shall notify the appropriate county communications center of the destination; and shall comply with all orders and directions given by the county communications center.  
(Ord. 83-28 §1 (part), 70-77.)

48-16.004 Change of area map. The permit officer may change the boundaries of the emergency response areas after public hearing, noticed in accordance with section 48-20.002(b). The effective date of any such change shall be the thirtieth day after the date of the change.  
(Ord. 83-28 §1 (part), 79-84, 70-77.)

48-16.005 Ambulance Service Agreements. The County shall contract, on a competitive basis, for provision of emergency ambulance service in each emergency response area to persons contacting the County for such service. Said contracts shall provide for one primary contractor per emergency response area, with allowance for back-up service by other emergency ambulance service providers as deemed necessary by the permit officer. In awarding these contracts (ambulance service agreements) the County shall consider the comparative value of competing proposals, including consideration of:

- (a) the quality of service to be provided;
- (b) the level of service to be provided;
- (c) the rates charged for services to be provided; and
- (d) the cost, if any, to the County.

Public fire protection districts which provide ambulance or rescue services under the authority of Health and Safety Code sections 13853 and 13854 may compete for, and be awarded, an ambulance service contract, but shall not be required to obtain a permit under this division.  
(Ord. 83-28 §1 (part).)

48-16.006 Preparation of area lists. The permit officer shall prepare and keep up to date the emergency response area lists. The permit officer shall include on the list for each emergency response area the ambulance service provider who has entered into an ambulance service agreement with the county as the primary contractor as well as the ambulance service provider(s) who will provide back-up emergency ambulance service for that area.  
(Ord. 83-28 §1 (part), 70-77.)

48-16.008 Compulsory Emergency Ambulance Service. In the event no proposals acceptable to the County under the provisions of section 48-16.005 are received by the County for one or more Emergency Response Areas, the Health Officer shall designate in writing one or more of the ambulance service permittees (emergency and/or non-emergency) in that emergency response area to provide emergency ambulance services, without necessity of an emergency permit. From the date of such written designation until a regular ambulance service agreement is signed for the affected area(s), provision of emergency ambulance service shall be an express condition of the emergency and/or non-emergency permit and unreasonable or unjustified refusal of such calls shall be grounds for suspension or revocation of the permit(s).  
(Ord. 83-28 §1 (part).)

#### Chapter 48-18

#### MISCELLANEOUS PROVISIONS

##### Sections:

- 48-18.002 Dispatching
- 48-18.003 Unauthorized Response
- 48-18.004 Renewal of permits.
- 48-18.006 Responsible Advertising
- 48-18.008 Adoption by Local Jurisdictions.
- 48-18.010 Local EMS Agency

##### 48-18.002 Dispatching. (a) Ambulance Available:

(1) Emergency: Upon receiving a call for emergency ambulance service the permittee shall immediately dispatch an ambulance to the address or place given and the ambulance dispatched shall immediately start a direct run to that address or place and shall complete that run unless directed otherwise by the appropriate county communications center, or unless diverted to respond to another emergency.

(2) Non-Emergency: Upon receiving a call for non-emergency ambulance service the permittee shall promptly dispatch, or schedule for dispatch at a time acceptable to the caller, an ambulance to the address or place given and the ambulance shall promptly, or at the time scheduled, start a direct run to that address or place and shall complete that run unless directed otherwise by the appropriate county communications center, or unless diverted to respond to an emergency.

(b) Ambulance Unavailable:

(1) Emergency: Upon receiving a call for emergency ambulance service and having no ambulance available to immediately make a direct run to the address or place given the permittee shall immediately notify the caller of this fact, and if the caller cannot be so notified, the permittee shall immediately notify the appropriate county communications center.

(2) Non-Emergency: Upon receiving a call for non-emergency ambulance service and having no ambulance available to make a direct run to the address or place given, or to do so at some later time agreeable to the caller, the permittee shall immediately notify the caller of this fact.

(c) Ambulance Diverted: If an ambulance is directed to make a direct run to an address or place and is thereafter diverted for any reason, the permittee shall immediately notify the caller of this fact, and, in the case of emergency service, if the caller cannot be notified the permittee shall immediately notify the appropriate county communications center.  
(Ord. 83-28 §1 (part), 70-77.)

48-18.003 Unauthorized Response. No ambulance service permittee under this division shall cause or allow its ambulance(s) to respond to a location without first receiving a specific request for such service at that location.

Ambulance service permittees shall cooperate with the permit officer, or designee(s), in any investigations of possible violations of this section and shall make all dispatch logs and similar records available for inspection and copying at reasonable times at the permittee's regular place of business.  
(Ord. 83-28 §1 (part).)

48-18.004 Renewal of Permits. Renewal of an ambulance service permit shall require conformance with all requirements of this division as upon issuance of an initial permit. Nothing in this division shall be construed as requiring the granting of a permit upon expiration of a previous permit, and the burden of proof respecting compliance with all the requirements for a permit and of entitlement to a permit shall remain at all times with the applicant for renewal.  
(Ord. 83-28 §1 (part), 70-77.)

48-18.006 Responsible Advertising. No ambulance service permittee under this division shall announce, advertise, offer, or in any way claim that:

(a) It provides emergency ambulance service unless it possesses a current, valid, emergency ambulance service permit for the Emergency Response Area(s) where it is claiming to provide such service; or

(b) It provides limited advanced or advanced life support service, unless it actually provides such service.  
(Ord. 83-28 §1 (part).)

48-18.008 Adoption by local jurisdictions. Upon adoption of this ordinance by incorporated cities or towns in the County of Contra Costa, the provisions of section 48-4.006 shall be extended to include the streets, roads, highways, alleys, or any public place within the incorporated area of said city or town and the

county permit officer shall enforce this ordinance within that jurisdiction.  
(Ord. 83-28 §1 (part).)

48-18.010 "Local EMS Agency". The County of Contra Costa hereby designates the Health Services Department as its Local EMS Agency pursuant to Health and Safety Code sections 1797 et. seq., and authorizes a limited advanced life support and/or an advanced life support program which provides services utilizing EMT II or Paramedics, or both. The health officer is empowered to implement said designation and program in this county.  
(Ord. 83-28 §1 (part).)

#### Chapter 48-20

#### ENFORCEMENT

##### Sections:

48-20.002	Authority.
48-20.004	Investigations.
48-20.005	Permit officer decision final.
48-20.006	Violations prohibited.

48-20.002 Authority. (a) Adoption: The permit officer, after consultation with the county emergency medical care committee, and after public hearing, may adopt and enforce such reasonable regulations concerning personnel, training, equipment, communication, or any other matter which the permit officer determines necessary for the public health and safety regarding the operation of ambulances and to effectuate the provisions of this division.

(b) Notice: The permit officer shall give notice of the time and place of the public hearing at least fourteen days in advance by:

(1) Mailing notice to all persons requesting notice, to all persons holding non-emergency and/or emergency ambulance service permit(s); and

(2) Posting in the lobby of the county administration building.  
(Ord. 83-28 §1 (part), 70-77.)

48-20.004 Investigations. (a) Scope: Whenever in this division the permit officer is required to make, or cause to be made, such investigation as the permit officer deems necessary to determine if certain fact(s) or condition(s) exist, the permit officer may accept a written statement by a county officer or employee, an officer or employee of the state of California, or an officer or employee of any law enforcement or fire protection agency acting within the course and scope of their official duties or employment as evidence that such fact(s) or condition(s) do or do not exist.

(b) Time: Whenever in this division the permit officer is required to make, or cause to be made an investigation with regard to an application for an ambulance service permit, the permit officer shall complete the investigation and either approve or deny the application, in whole or in part, within ninety days of the date of application.  
(Ord. 83-28 §1 (part), 83-3, 70-77.)



48-20.005 Permit officer decision final. Whenever in this division the permit officer is required to make a decision approving, denying, suspending, or revoking an ambulance service permit, said decision shall be final and conclusive and shall not be subject to appeal under Chapter 14-4.  
(Ord. 83-28 §1 (part).)

48-20.006 Violations prohibited. No person shall do anything forbidden by this division or regulations issued hereunder, nor do anything regulated thereunder in a way contrary to such regulation.  
(Ord. 83-28 §1 (part), 70-77.)

SECTION II: CREDIT FOR FEES PAID. In considering applications for the 1983 Ambulance Service Permits the permit officer shall treat pending applications as if they had been filed under the Ambulance Ordinance as amended herein, unless the applicant(s) withdraw(s) the application, and in determining the fee payable for the 1983-85 permits hereunder the Permit Officer shall credit the applicants with the amount paid under the former ordinance.

SECTION III: EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of supervisors voting for and against it in the MARTINEZ NEWS-GAZETTE a newspaper published in this County.

PASSED on July 12, 1983 by the following vote:

AYES: Supervisors- Powers, Fahden, Torlakson, Schroder.  
NOES: Supervisors- McPeak.  
ABSENT: Supervisors- None.

ATTEST: J. R. OLSSON, County Clerk &  
ex officio Clerk of the Board

By Diana H. Herman  
Diana H. Herman Deputy

[Signature]  
Board Chair

[SEAL]

REGULATIONS ADOPTED UNDER ORDINANCE NO. 83-28

1. Ambulance Service Agreement Modification - Adopted 06/02/89

ORDINANCE NO. 83-28  
(Ambulance Services)

Regulation 1 - Adopted 06/02/89

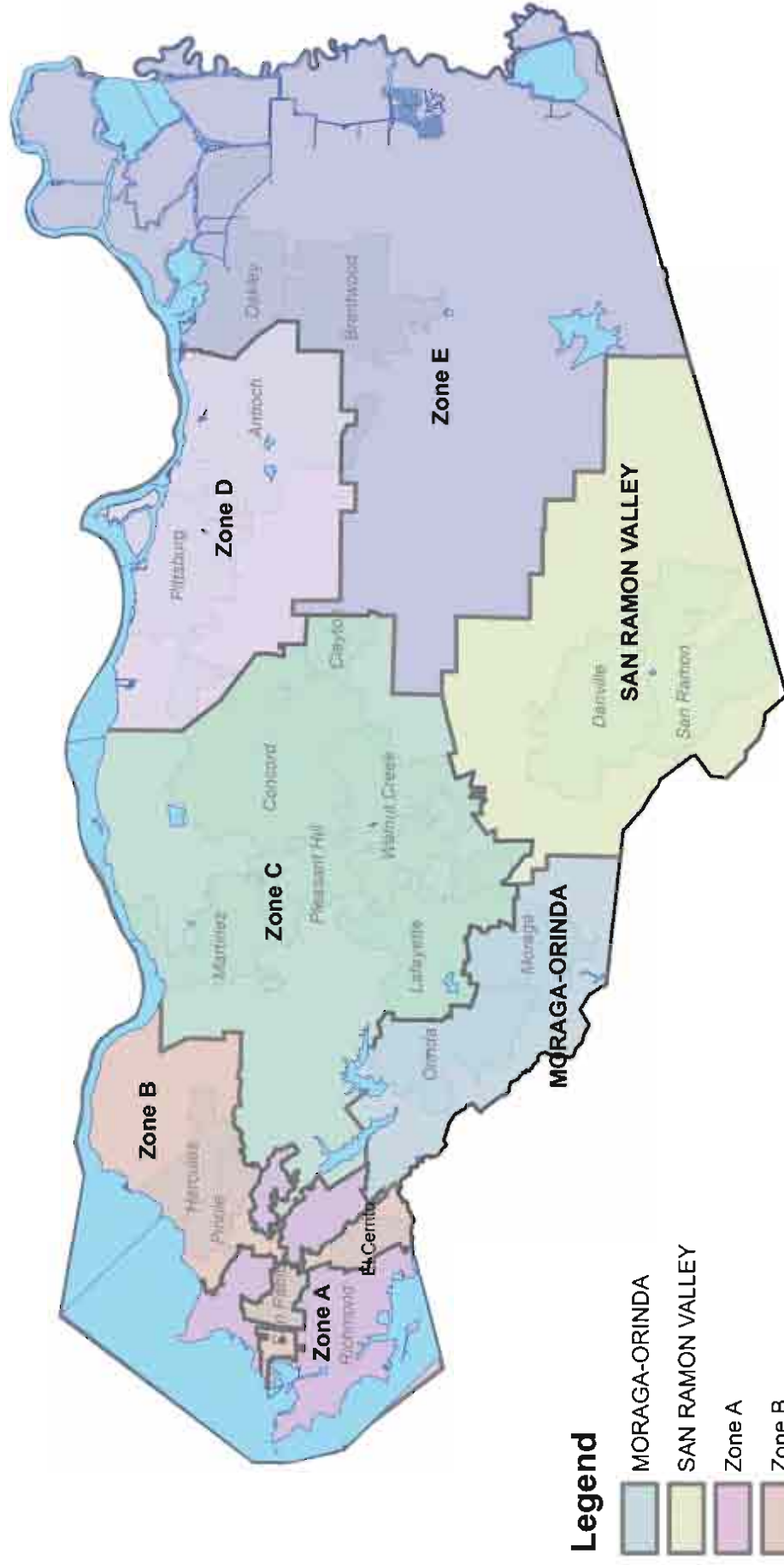
Ambulance Service Agreement Modification A contract for emergency ambulance service made between the County and an emergency ambulance service provider pursuant to County Ordinance Code 48-16.005 may be modified or amended from time to time by mutual agreement. No amendment or modification which affects the term of the contract shall extend the contract more than eighteen (18) months beyond the termination date set forth in the contract.

## **Appendix 5**

### **CURRENT AMBULANCE ZONES MAP**

# Contra Costa County

Ambulance Zones - Current

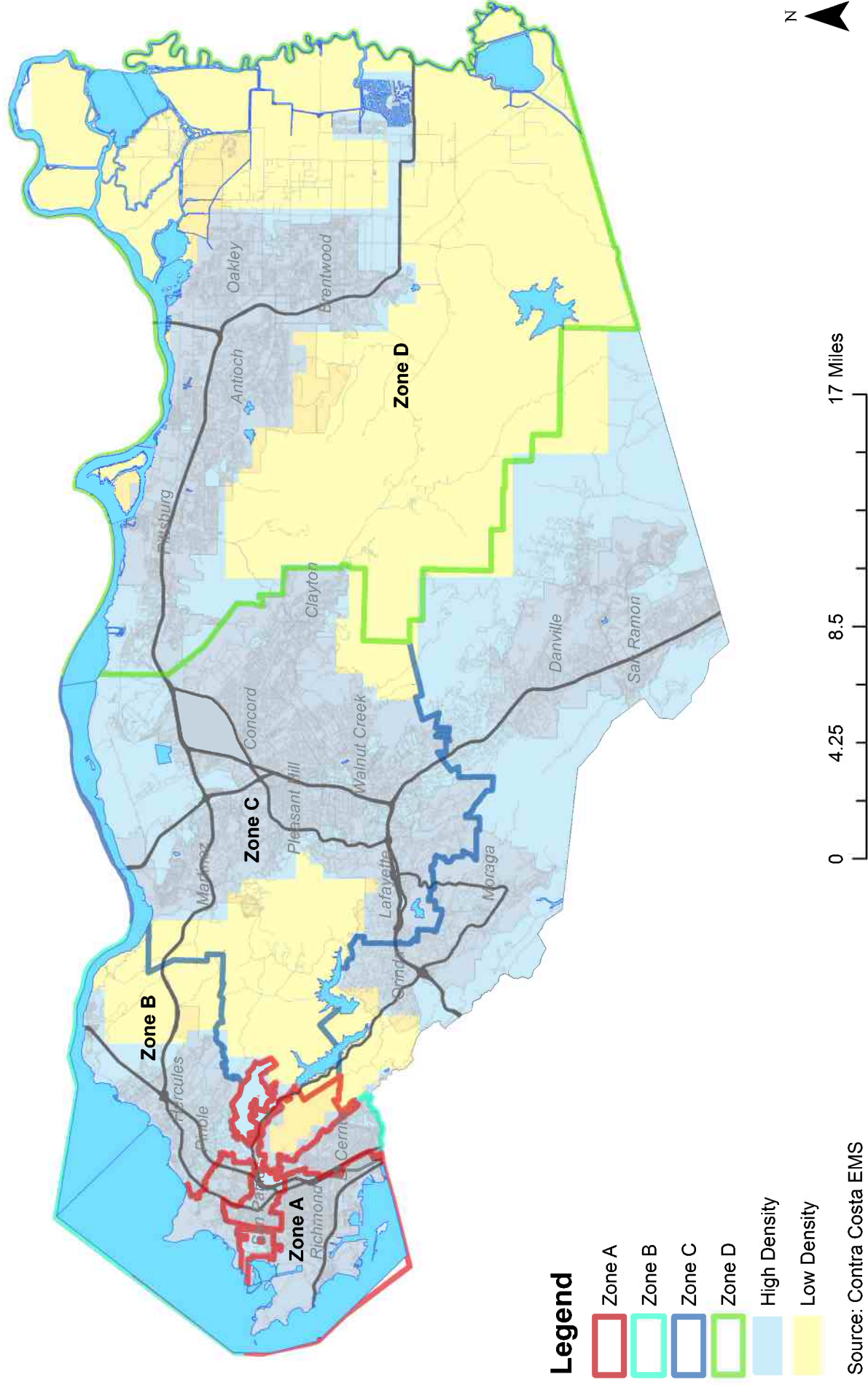


## **Appendix 6**

### **CALL DENSITY RESPONSE AREAS IN EOA**

# Contra Costa County

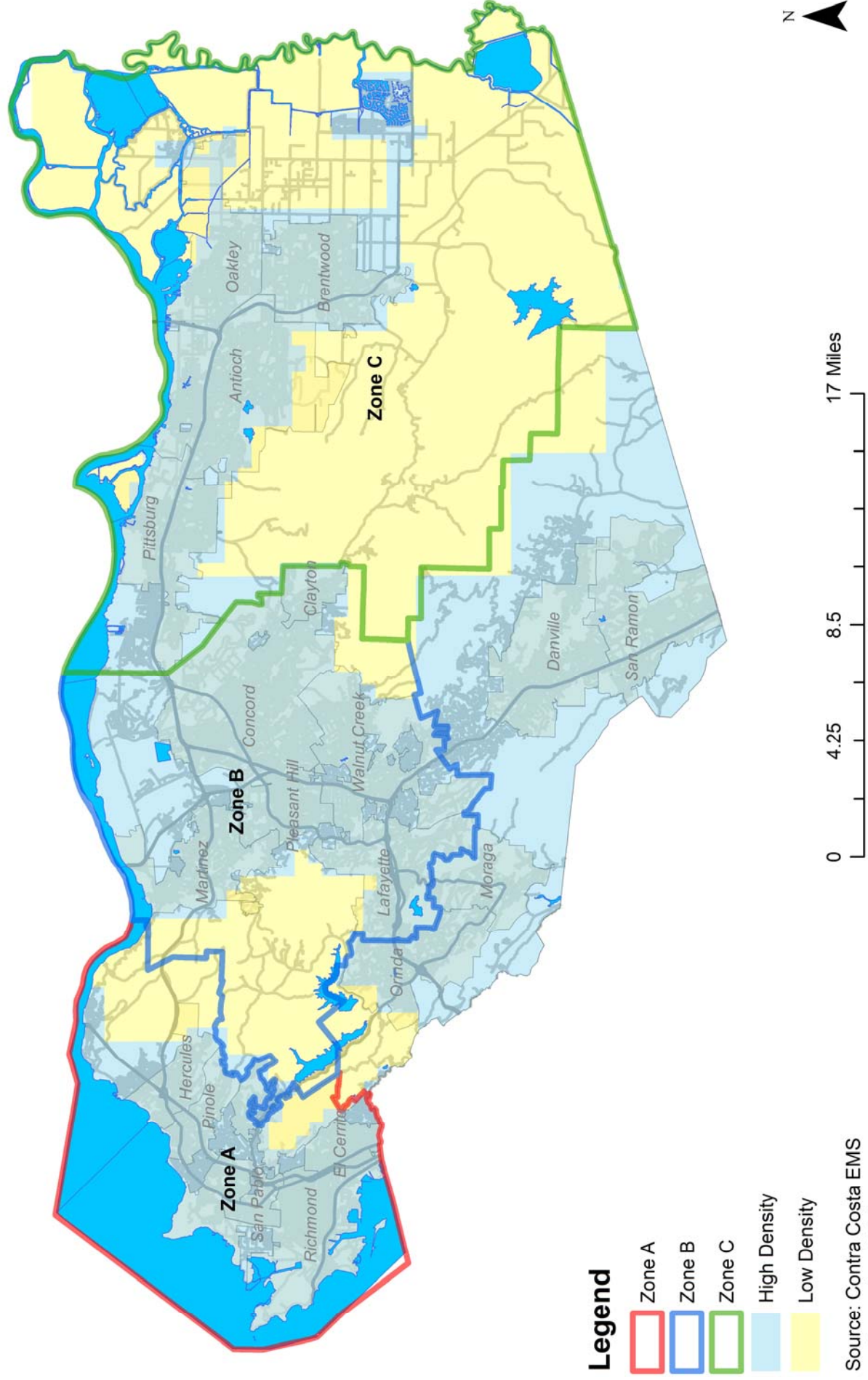
## High Density/Low Density Response Zones - Plan A





# Contra Costa County

## High Density/Low Density Response Zones - Plan B



## **Appendix 7**

### **CURRENT AMBULANCE RATES**

## **Appendix 7**

### **Contra Costa County Current Approved Ambulance Rates**

Emergency Base Rate -----	\$1,957.19
Mileage Rate (per loaded mile)-----	\$45.00
Oxygen -----	\$175.00

## **Appendix 8**

### **PROCUREMENT TIMELINE**

## APPENDIX 8 PROCUREMENT TIME LINE

Date	Activity
Month Day, Year	Board Approval of RFP
	RFP Released
	RFP Questions/Clarifications Due
	Proposer's Conference
	Proposals due at 4 p.m. and Public Proposal Opening
	Proposer presentations
	Protest period Begins
	Presentation to Board; negotiation of contract authorized
	Contract negotiations completed
	Board approval of contract
	Startup of new contract

## **Appendix 9**

### **REQUIRED FORMS**

**EXHIBIT A  
FACE SHEET**

**\*\*\*THIS FORM MUST APPEAR AS THE FIRST PAGE OF THE PROPOSAL\*\*\***

This is a proposal to contract with Contra Costa County to provide emergency medical and ALS interfacility ambulance services.

**Name of Proposer:** \_\_\_\_\_

Dbas: \_\_\_\_\_

**Type Of Organization:** ☐ Corporation ☐ LLC ☐ Partnership ☐ Other \_\_\_\_\_

**Date Founded Or Incorporated:** \_\_/\_\_/\_\_

**Legal Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **ext.:** \_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ *(Required For Notification)*

**Federal Tax Identification Number:** \_\_\_\_\_

**Contact person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **E-Mail:** \_\_\_\_\_

**Address For Mailings:** *(If different from above):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date Submitted:** \_\_/\_\_/\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**EXHIBIT B**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, its principal, and any named subcontractor:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**Proposer Name:** \_\_\_\_\_

**Proposer Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

EXHIBIT C  
REFERENCES

CURRENT REFERENCES

Proposer name: \_\_\_\_\_

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	( ) - -
Service Provided:	
Dates/Type of Service:	/ / ,

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	( ) - -
Service Provided:	
Dates/Type of Service:	/ / ,

EXHIBIT C  
REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(    )    -    -
Service Provided:	
Dates/Type of Service:	/    /    ,

**FORMER REFERENCES**

**Proposer name:** \_\_\_\_\_

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	( ) -
Service Provided:	
Dates/Type of Service:	/ /

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	( ) - -
Service Provided:	
Dates/Type of Service:	/ / ,

EXHIBIT C  
REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(    )    -    -
Service Provided:	
Dates/Type of Service:	/    /    ,

**EXHIBIT D**  
**INVESTIGATIVE AUTHORIZATION – INDIVIDUAL**

The undersigned, being \_\_\_\_\_ (title) for \_\_\_\_\_ (entity), which is a prospective Contractor to provide Emergency Ambulance Services to Contra Costa County recognizes that public health and safety requires assurance of safe, reliable and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by the Contra Costa County EMS Agency or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability and general background, and specifically agrees that the EMS Agency, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

**AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:**

\_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

Individual Name

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public; \_\_\_\_\_

Notary Public Seal

Commission Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **EXHIBIT E**

### **INVESTIGATIVE AUTHORIZATION – ENTITY**

The undersigned entity, a prospective Contractor to provide Emergency Ambulance Services for Contra Costa County recognizes that public health and safety requires assurance of safe, reliable and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by the Contra Costa County EMS Agency, or its agents. The entity specifically agrees that the Contra Costa County EMS Agency or its agents may conduct an investigation for the purpose into, but not limited to the following matters;

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership or key personnel which might reasonably be expected to influence the Contra Costa County EMS Agency's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

**EXHIBIT E**  
**INVESTIGATIVE AUTHORIZATION – ENTITY**

This authorization shall expire six (6) months from the date of the signature.

**AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:**

**Entity Name:** \_\_\_\_\_

**Authorized Representative (Signature):** \_\_\_\_\_

**Authorized Representative (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity. In WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

Notary Public Seal

Commission Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



## **Appendix 10**

### **STIPULATED AMBULANCE CHARGES**

## **Appendix 10**

### **Contra Costa County Stipulated Ambulance Rates for Year 1 of Contract**

Emergency Base Rate -----	\$2,100.00
Mileage Rate (per loaded mile)-----	\$50.00
Oxygen -----	\$175.00
Treat and Refused Transport-----	\$450.00

## **Appendix 11**

### **SUBSIDY REQUEST FORM**

## Appendix 11

### Plan A Subsidy Requirements

Proposer shall identify any subsidies required to support the level of service and performance requirements for Plan A. An annual subsidy for each of the first five years of the term of the Agreement shall be identified in this submission, if a subsidy is required.

Year One Subsidy:-----\$\_\_\_\_\_

Year Two Subsidy: -----\$\_\_\_\_\_

Year Three Subsidy: -----\$\_\_\_\_\_

Year Four Subsidy:-----\$\_\_\_\_\_

Year Five Subsidy: -----\$\_\_\_\_\_

FIRM: \_\_\_\_\_

SIGNATURE:\_\_\_\_\_

DATE: \_\_/\_\_/\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **Appendix 12**

### **INSURANCE REQUIREMENTS**

## **APPENDIX 12**

### **INSURANCE REQUIREMENTS**

- 1. EVIDENCE OF INSURANCE:** Certificates of insurance are required from a reputable insurer evidencing all overages required for the term of any contract that may be awarded pursuant to this RFP.
- 2. COUNTY NAMED AS ADDITIONAL INSURED:** The County's insurance requirements for Additional Insured reads, "All insurance required above with the exception shall be endorsed to name as additional insured." An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the "Accord") carries a disclaimer, "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below." Additional insured listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy.
- 3. INSURANCE PROVISIONS**
  - 3.1 CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:
    - (a) Workers' Compensation insurance. If and to the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.
    - (b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company with an A.M. Best rating of A: VII or better:
      1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than FIVE MILLION DOLLARS (\$5,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the

## **APPENDIX 12**

### **INSURANCE REQUIREMENTS**

aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than THREE MILLION DOLLARS (\$3,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE MILLION DOLLARS (\$3,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the approval of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the County Fire Department prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverages referenced in 7(b)(1) and (3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance

## **APPENDIX 12**

### **INSURANCE REQUIREMENTS**

provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

- (d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.



## **Appendix 13**

### **SAMPLE STANDARD COUNTY CONTRACT**

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.

Initials: \_\_\_\_\_  
Contractor County Dept.

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.

10. **Choice of Law and Personal Jurisdiction.**

Initials: \_\_\_\_\_  
Contractor County Dept.

- 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, 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,

Initials: \_\_\_\_\_  
Contractor                      County Dept.

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 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

Initials: \_\_\_\_\_  
Contractor County Dept.

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.
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.

Initials: \_\_\_\_\_  
Contractor                      County Dept.



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 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.

Initials: \_\_\_\_\_  
Contractor County Dept.

## HIPAA BUSINESS ASSOCIATE ATTACHMENT

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Attachment ("Attachment") supplements and is made a part of the Contract identified as Number \_\_\_\_\_ (hereinafter referred to as "Agreement") by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as "County") and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as "Associate").

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the regulations promulgated thereunder (collectively, the "HIPAA Regulations"), and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations and contained in this Attachment.

In consideration of the mutual promises below and the exchange of information pursuant to this Attachment, the parties agree as follows:

1. **Definitions.** As used in this Attachment, the following terms have the following meanings:
  - a. **Breach** has the meaning given to such term under the HITECH Act set forth at 42 U.S.C. Section 17921.
  - b. **Business Associate** ("Associate") means an individual or entity that provides services, arranges, performs or assists in the performance of activities on behalf of the County and who uses or discloses PHI, pursuant to the HIPAA Regulations including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
  - c. **Covered Entity** ("County") means Contra Costa County for its Health Services Department.
  - d. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
  - e. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
  - f. **Electronic Media** is:
    - (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
    - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
  - g. **Electronic Protected Health Information (ePHI)** is any Protected Health Information that is stored in or transmitted by electronic media.
  - h. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

Initials: \_\_\_\_\_  
    Contractor     County Dept.



- i. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
- j. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- k. **Protected Health Information** ("PHI") means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501).
- l. **Protected Information** means PHI provided by County to Associate or created or received by Associate on behalf of the County in connection with the Agreement.
- m. **Required by Law** has the same meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103.
- n. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- o. **Security Rule** means the standards for protecting the security of electronic Protected Health Information in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- p. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h).

Terms used, but not defined, in this Attachment will have the same meanings as those terms are given in the HIPAA Privacy Rule.

## 2. Obligations of Associate.

- a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted under the Agreement and this Attachment, or as Required by Law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act.
- b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Attachment, (ii) for the proper management and administration of Associate, (iii) as Required by Law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Attachment and only disclosed as Required By Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate or any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.
- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or services to which the PHI solely relates (42 U.S.C. Section 17935(a)). Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42

Initials: \_\_\_\_\_  
 Contractor County Dept.

U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.

- d. **Appropriate Safeguards.** Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Attachment and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Reporting of Improper Use or Disclosure.** Associate will notify County in writing within twenty-four (24) hours of its discovery of any security incident or any other use or disclosure of Protected Information not permitted by the Agreement or this Attachment of which Associate or its officers, employees or agents become aware, without unreasonable delay, and in no case later than ten (10) calendar days after discovery. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- f. **Associate's Agents.** Associate agrees to ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such Protected Information and implement the safeguards required by paragraph c, above, with respect to ePHI. Associate agrees to implement and maintain sanctions against agents and subcontractors who violate such restrictions and will mitigate the effects of any such violation.
- g. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within ten (10) days of request by County to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.524. If Associate maintains an Electronic Health Records, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of Protected Information.** Within ten (10) days of receipt of a request from County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors will make such Protected Information available to County for amendment and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify County within five (5) calendar days of the request, without unreasonable delay. County, and not Associate, will determine if and when to deny a request for an amendment of Protected Information maintained by Associate.
- i. **Availability and Accounting of Information.** Within ten (10) calendar days of notice by County of a request for an accounting of disclosure of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 C. F. R. Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.502; (ii) to individuals of PHI about them as set forth in 45 C. F. R. 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 C. F. R. Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); or (v) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the

Initials: \_\_\_\_\_  
Contractor County Dept.

entity or person who received Protected Information and , if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate will send the request, in writing, to County within five (5) calendar days of receipt. It will then be County's responsibility to prepare and deliver or otherwise respond to the accounting request. Associate will not disclose any Protected Information except as set forth in Section 2.b. of this Attachment.

- j. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the HIPAA Privacy Rule. Associate agrees to provide County with copies of any Protected Information that Associate provides to the Secretary of the U.S. Department of Health and Human Services at the same time Associate provides such Protected Information to the Secretary of the U.S. Department of Health and Human Services.
- k. **Minimum Necessary.** Associate and its agents and subcontractors will only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to Protected Information.
- m. **Retention of Protected Information.** Except as provided in Section 3.c. of this Attachment, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Attachment for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- n. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Attachment. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, at its sole discretion, that will cover losses that may arise from any breach of this Attachment, breach of security, or any unauthorized use or disclosure of Protected Information. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Attachment.
- o. **Notification of Breach.** During the term of the Agreement, Associate shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. In the event the breach was caused, directly or indirectly, by negligent misconduct on the part of Associate, Associate's agents or subcontractors, Associate will be solely responsible for all damages resulting from the breach.
- p. **Breach Pattern or Practice by County.** Pursuant to 42 U.S.C. Section 17934(b), if the Associate knows of a pattern of activity or practice of County that constitutes a material breach of violation of the County's obligations under the Agreement or Attachment, the Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Associate must terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and

Initials: \_\_\_\_\_  
Contractor County Dept.

Human Services. Associate shall provide written notice to County of any pattern of activity or practice of County that Associate believes constitutes a material breach or violation of the County's obligations under the Agreement or Attachment within five (5) days of discovery and shall meet with County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- q. **Certification and Enforcement.** At any time during the term of the Agreement, and without advance notice, County and its authorized agents or contractors may examine Associate's facilities, systems, procedures and records as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, HITECH Act, other HIPAA Regulations, and this Attachment.

3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Attachment, as determined by County, constitutes grounds for termination of the Agreement pursuant to General Conditions Paragraph 5. (Termination and Cancellation), Subsection b. (Failure to Perform), of the Agreement.
- b. **Reasonable Steps to Cure Breach.** If County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Attachment, County may, in its sole discretion, terminate the Agreement pursuant to Section 3.a., above, or provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary of the U.S. Department of Health and Human Services.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Associate must return or destroy, at the exclusive option of County, all Protected Information that Associate, its agents and subcontractors, still maintain in any form, and Associate may not retain any copies of such Protected Information. If return or destruction is not feasible, Associate may retain the Protected Information and must continue to extend the protections of Sections 2.a., 2.b., 2.c., and 2.d. of this Attachment to such information and limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If Associate destroys the Protected Information, Associate must verify in writing to County that such Protected Information has been destroyed.

4. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Attachment, HIPAA, HITECH Act, or the HIPAA Regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

5. **Changes to HIPAA and its regulations.**

- a. **Compliance with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that changes to this Attachment may be required to ensure compliance with such developments. The parties agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, HITECH Act, the HIPAA Regulations, and other applicable state and federal laws relating to the security and/or confidentiality of PHI.
- b. **Negotiations.** In the event that a state or federal law, statute, or regulation materially affects the Agreement or this Attachment, the parties agree to negotiate immediately and in good faith any necessary or appropriate revisions to the Agreement or this Attachment. If the parties are unable to reach an agreement concerning such revisions within the earlier of thirty (30) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulations, or if the change is effective immediately, then County may, in its sole discretion, immediately terminate the Agreement upon written notice to Associate.

Initials: \_\_\_\_\_  
Contractor County Dept.

6. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, HITECH Act, the HIPAA Regulations, or other laws relating to security and privacy and arising out of the Agreement or this Attachment.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Attachment prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Attachment. This Attachment and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Attachment will be resolved in favor of a meaning that complies, and is consistent, with HIPAA and the Privacy Rule.
- d. **Notice to Secretary.** Associate understands and agrees that if County knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under this Attachment and the breach or violation continues and termination of the Agreement is not feasible, County will report the problem to the Secretary of the U.S. Department of Health and Human Services, as required by HIPAA, HITECH Act, and the HIPAA regulations.
- e. **Survival.** The obligations of Associate pursuant to Sections 2.l. and 3.c. of this Attachment survive the termination or expiration of the Agreement.

Form approved by County Counsel [12/2009]

Initials: \_\_\_\_\_  
Contractor                      County Dept.

## **Appendix 14**

### **BASIS FOR REVENUE PROJECTIONS TEMPLATE**

Medicare (Year One)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medicare (Year Two)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medicare (Year Three)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medi-Cal (Year One)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medi-Cal (Year Two)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medi-Cal (Year Three)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Insurance (Year One)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Insurance (Year Two)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Insurance (Year Three)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			



Self Pay (Year One)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Self Pay (Year Two)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Self Pay (Year Three)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Totals (Year One)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Totals (Year Two)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Totals (Year Three)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			



## **Appendix 15**

### **REVENUE FLOW PROJECTION TEMPLATE**



## **Appendix 16**

### **EXPENSE BUDGET TEMPLATES**

**YEAR 1 (Plan A)**

**ANNUAL EXPENSES**

***Personnel***

Wages

Paramedics	\$ -
EMTs	\$ -
QI/Training	\$ -
Management/Supervisors	\$ -
Other Personnel	\$ -

Overtime Expense	\$ -
Benefits	\$ -
Other Personnel	\$ -

<b>TOTAL PERSONNEL</b>	<b>\$ -</b>
------------------------	-------------

***General and Administration***

Professional Services	\$ -
Medical Director Fees	\$ -
Consulting Fees	\$ -
Billing & Collection Fees/Expenses	\$ -
Contract Administration Fees	
Office Supplies & Equipment	\$ -
Leased equipment	\$ -
Occupancy leases, rents	\$ -
Utilities and Telephone	\$ -
Insurance	\$ -
Overhead Expenses	\$ -
Taxes and Licenses	\$ -
Travel Expenses	\$ -
Office Capital Equip Depreciation	\$ -
Misc Expenses	\$ -

***Operations***

Dispatch and communication expense	\$ -
Information technology expenses	\$ -
Training/ QI expenses	\$ -
Community Education Expenses	\$ -

Vehicles

Fuel, oil, tires, disposable supplies	\$ -
Repair and maintenance	\$ -
Vehicle lease expense	\$ -
Depreciation	\$ -

Medical

Medical Equipment	\$ -
Pharmaceuticals, oxygen	\$ -
Medical Supplies	\$ -
Depreciation	\$ -

Other Expenses	\$ -
----------------	------

<b>TOTAL NON-PERSONNEL</b>	<b>\$ -</b>
----------------------------	-------------

<b>TOTAL EXPENSES</b>	<b>\$ -</b>
-----------------------	-------------

**YEAR 2 (Plan A)**

**ANNUAL EXPENSES**

***Personnel***

Wages

Paramedics	\$ -
EMTs	\$ -
QI/Training	\$ -
Management/Supervisors	\$ -
Other Personnel	\$ -

Overtime Expense \$ -

Benefits \$ -

Other Personnel \$ -

**TOTAL PERSONNEL** \$ -

***General and Administration***

Professional Services \$ -

Medical Director Fees \$ -

Consulting Fees \$ -

Billing & Collection Fees/Expenses \$ -

Contract Administration Fees

Office Supplies & Equipment \$ -

Leased equipment \$ -

Occupancy leases, rents \$ -

Utilities and Telephone \$ -

Insurance \$ -

Overhead Expenses \$ -

Taxes and Licenses \$ -

Travel Expenses \$ -

Office Capital Equip Depreciation \$ -

Misc Expenses \$ -

***Operations***

Dispatch and communication expense \$ -

Information technology expenses \$ -

Training/ QI expenses \$ -

Community Education Expenses \$ -

Vehicles

Fuel, oil, tires, disposable supplies \$ -

Repair and maintenance \$ -

Vehicle lease expense \$ -

Depreciation \$ -

Medical

Medical Equipment \$ -

Pharmaceuticals, oxygen \$ -

Medical Supplies \$ -

Depreciation \$ -

Other Expenses \$ -

**TOTAL NON-PERSONNEL** \$ -

**TOTAL EXPENSES** \$ -

**YEAR 3 (Plan A)**

**ANNUAL EXPENSES**

***Personnel***

Wages

Paramedics	\$ -
EMTs	\$ -
QI/Training	\$ -
Management/Supervisors	\$ -
Other Personnel	\$ -

Overtime Expense \$ -

Benefits \$ -

Other Personnel \$ -

***TOTAL PERSONNEL*** \$ -

***General and Administration***

Professional Services \$ -

Medical Director Fees \$ -

Consulting Fees \$ -

Billing & Collection Fees/Expenses \$ -

Contract Administration Fees

Office Supplies & Equipment \$ -

Leased equipment \$ -

Occupancy leases, rents \$ -

Utilities and Telephone \$ -

Insurance \$ -

Overhead Expenses \$ -

Taxes and Licenses \$ -

Travel Expenses \$ -

Office Capital Equip Depreciation \$ -

Misc Expenses \$ -

***Operations***

Dispatch and communication expense \$ -

Information technology expenses \$ -

Training/ QI expenses \$ -

Community Education Expenses \$ -

Vehicles

Fuel, oil, tires, disposable supplies \$ -

Repair and maintenance \$ -

Vehicle lease expense \$ -

Depreciation \$ -

Medical

Medical Equipment \$ -

Pharmaceuticals, oxygen \$ -

Medical Supplies \$ -

Depreciation \$ -

Other Expenses \$ -

***TOTAL NON-PERSONNEL*** \$ -

**TOTAL EXPENSES** \$ -

**YEAR 1 (Plan B)**

**ANNUAL EXPENSES**

***Personnel***

Wages

Paramedics	\$ -
EMTs	\$ -
QI/Training	\$ -
Management/Supervisors	\$ -
Other Personnel	\$ -

Overtime Expense \$ -

Benefits \$ -

Other Personnel \$ -

***TOTAL PERSONNEL*** \$ -

***General and Administration***

Professional Services \$ -

Medical Director Fees \$ -

Consulting Fees \$ -

Billing & Collection Fees/Expenses \$ -

Contract Administration Fees \$ -

Office Supplies & Equipment \$ -

Leased equipment \$ -

Occupancy leases, rents \$ -

Utilities and Telephone \$ -

Insurance \$ -

Overhead Expenses \$ -

Taxes and Licenses \$ -

Travel Expenses \$ -

Office Capital Equip Depreciation \$ -

Misc Expenses \$ -

***Operations***

Dispatch and communication expense \$ -

Information technology expenses \$ -

Training/ QI expenses \$ -

Community Education Expenses \$ -

Vehicles \$ -

Fuel, oil, tires, disposable supplies \$ -

Repair and maintenance \$ -

Vehicle lease expense \$ -

Depreciation \$ -

Medical \$ -

Medical Equipment \$ -

Pharmaceuticals, oxygen \$ -

Medical Supplies \$ -

Depreciation \$ -

Other Expenses \$ -

***TOTAL NON-PERSONNEL*** \$ -

**TOTAL EXPENSES** \$ -

**YEAR 2 (Plan B)**

**ANNUAL EXPENSES**

***Personnel***

Wages

Paramedics	\$ -
EMTs	\$ -
QI/Training	\$ -
Management/Supervisors	\$ -
Other Personnel	\$ -

Overtime Expense \$ -

Benefits \$ -

Other Personnel \$ -

**TOTAL PERSONNEL** \$ -

***General and Administration***

Professional Services \$ -

Medical Director Fees \$ -

Consulting Fees \$ -

Billing & Collection Fees/Expenses \$ -

Contract Administration Fees

Office Supplies & Equipment \$ -

Leased equipment \$ -

Occupancy leases, rents \$ -

Utilities and Telephone \$ -

Insurance \$ -

Overhead Expenses \$ -

Taxes and Licenses \$ -

Travel Expenses \$ -

Office Capital Equip Depreciation \$ -

Misc Expenses \$ -

***Operations***

Dispatch and communication expense \$ -

Information technology expenses \$ -

Training/ QI expenses \$ -

Community Education Expenses \$ -

Vehicles

Fuel, oil, tires, disposable supplies \$ -

Repair and maintenance \$ -

Vehicle lease expense \$ -

Depreciation \$ -

Medical

Medical Equipment \$ -

Pharmaceuticals, oxygen \$ -

Medical Supplies \$ -

Depreciation \$ -

Other Expenses \$ -

**TOTAL NON-PERSONNEL** \$ -

**TOTAL EXPENSES** \$ -



**YEAR 3 (Plan B)**

**ANNUAL EXPENSES**

***Personnel***

Wages

Paramedics	\$ -
EMTs	\$ -
QI/Training	\$ -
Management/Supervisors	\$ -
Other Personnel	\$ -

Overtime Expense \$ -

Benefits \$ -

Other Personnel \$ -

***TOTAL PERSONNEL*** \$ -

***General and Administration***

Professional Services \$ -

Medical Director Fees \$ -

Consulting Fees \$ -

Billing & Collection Fees/Expenses \$ -

Contract Administration Fees

Office Supplies & Equipment \$ -

Leased equipment \$ -

Occupancy leases, rents \$ -

Utilities and Telephone \$ -

Insurance \$ -

Overhead Expenses \$ -

Taxes and Licenses \$ -

Travel Expenses \$ -

Office Capital Equip Depreciation \$ -

Misc Expenses \$ -

***Operations***

Dispatch and communication expense \$ -

Information technology expenses \$ -

Training/ QI expenses \$ -

Community Education Expenses \$ -

Vehicles

Fuel, oil, tires, disposable supplies \$ -

Repair and maintenance \$ -

Vehicle lease expense \$ -

Depreciation \$ -

Medical

Medical Equipment \$ -

Pharmaceuticals, oxygen \$ -

Medical Supplies \$ -

Depreciation \$ -

Other Expenses \$ -

***TOTAL NON-PERSONNEL*** \$ -

**TOTAL EXPENSES** \$ -

## **Appendix 17**

### **ONE TIME EXPENSE AND CAPITAL BUDGET TEMPLATE**

Assumptions	Plan A	Plan B
Number of Staffed Ambulance at Peak		
Total Number of Ambulance in Fleet		
Number of Leased Ambulances		
Number of Purchased Ambulances		
Number of Existing Ambulances for CCC		

One-Time Costs	Plan A		Plan B	
	Qty.	Cost/Value	Qty.	Cost/Value
Number of New Ambulances				
Medical Equipment				
Supply Inventory				
Leasehold Improvements				
IT Equipment (including mobile)				
Communications Equipment				
Office Furnishing/Equipment				
Shop Equipment				
Shop Supply/Parts Inventory				
Wages & Benefits				
Employment Costs				
Leases/Rents				
Legal/Professional Services				
Other > \$10,000				
TOTAL ONE TIME COSTS				

## **Appendix 18**

### **PRO FORMA BUDGET SUMMARY TEMPLATE**

	Plan A				Plan B			
	Start-Up Costs	Year 1	Year 2	Year 3	Start-Up Costs	Year 1	Year 2	Year 3
Revenue								
Expenses								
Gain (Loss)								

## **Appendix 19**

### **ALS INTERFACILITY PRICE SHEET**

**APPENDIX 19**  
**ALS Interfacility Charges**

1. Patient Charges shall be submitted on this exhibit in **Table A** as is. Proposed patient charges should take into consideration the cost of providing care to indigent patients. No alterations or changes of any kind are permitted.
2. The County has adopted a “bundled” rate for ambulance services with a single base rate, whereby most fees for service are included in the base rate, with the exception of oxygen and mileage.
3. The patient charges quoted in **Table A** shall include all taxes and all fees charged to patients or third party payers. Proposals should reflect a bundled rate structure and no other charges for supplies, equipment, or procedures, or other services will be accepted. Contractor shall comply with fee schedule and rates proposed in response to this RFP and approved by the County.

Table A - Proposed Charges	
Complete the proposed charge for each item listed below. No other patient charges will be considered.	
Ambulance ALS Interfacility Base Rate	\$ _____.
Mileage/mile	\$ _____.
Oxygen	\$ <u>175.00</u>
Treat, Non-transport rate*	\$ _____.

**Proposer agrees that the prices quoted are the maximum that will be charged during the term of any contract awarded, with the exception of increases or fee adjustments described in the RFP.**

FIRM: \_\_\_\_\_

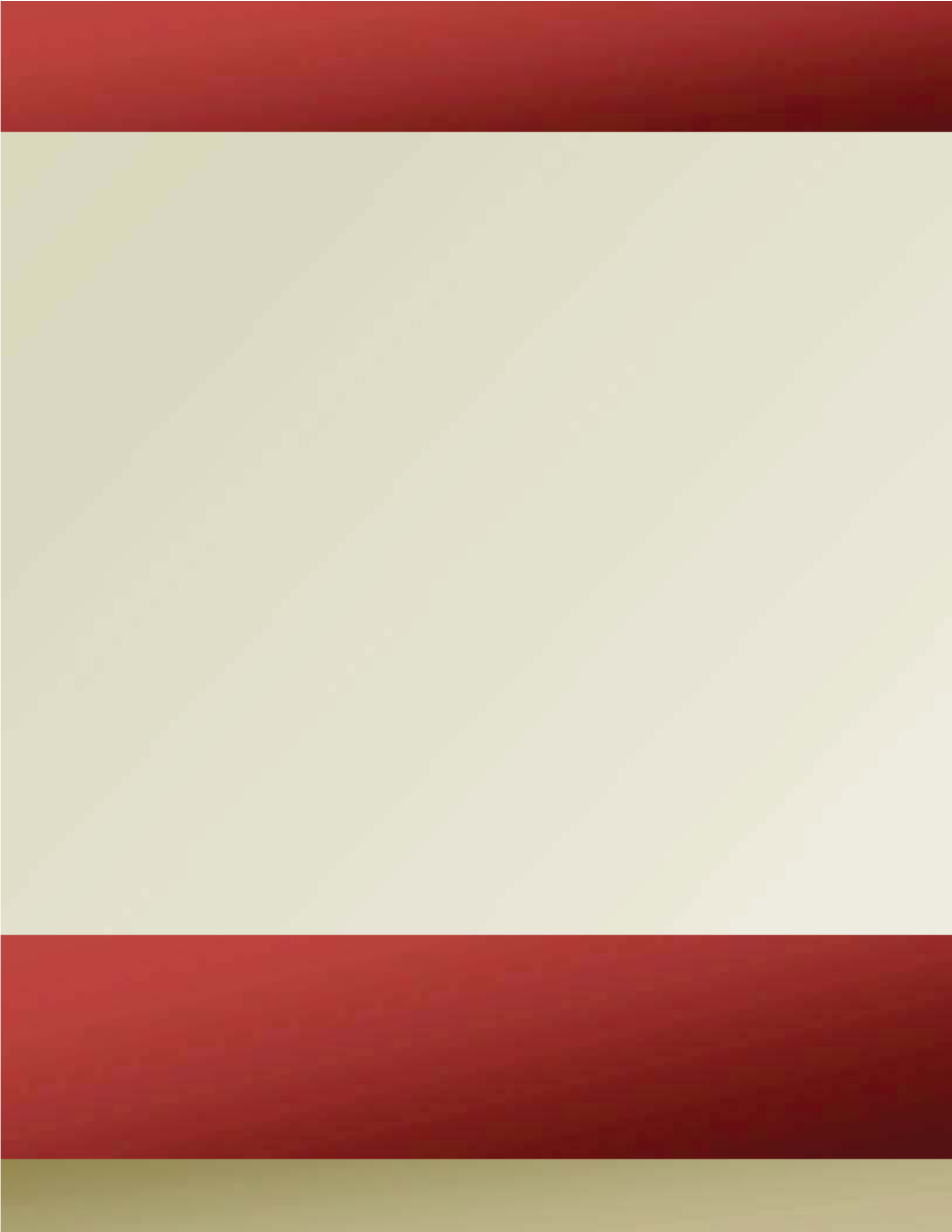
SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME:

\_\_\_\_\_

TITLE: \_\_\_\_\_





## **Request for Proposals**

### **Exclusive Operator for Emergency Ambulance Service Contra Costa County, California**



**Release Date:**  
**Proposal Due Date:**  
**Time: 4:00 PST**

#### **Return Location:**

**Contra Costa County EMS Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Attention: Patricia Frost**

# **REQUEST FOR PROPOSAL**

## *Table of Contents*

<b>SECTION I. EMS SYSTEM SUMMARY</b>	<b>1</b>
<b>A. OVERVIEW</b>	<b>1</b>
<b>B. EXCLUSIVE OPERATING AREAS (EOAs)</b>	<b>2</b>
<b>C. PROPOSALS MUST INCLUDE RESPONSE TO TWO SERVICE PLANS</b>	<b>2</b>
<b>D. BACKGROUND</b>	<b>3</b>
<b>E. OVERVIEW OF EMS SYSTEM</b>	<b>4</b>
<b>F. LOCAL EMS AGENCY RESPONSIBILITIES</b>	<b>7</b>
<b>G. CONTRA COSTA EMS SYSTEM IMPROVEMENTS</b>	<b>7</b>
1. Call Transfer and Dispatch	7
2. Call Density Response Zones, Response Time Requirements and Non-performance Penalties Established	8
3. Surplus or Reserve Fleet Requirements	8
4. Provider Fatigue	8
5. No Subsidy System	8
<b>H. RELEVANT INFORMATION REGARDING SERVICE AREAS</b>	<b>9</b>
1. Historical Service Volume	9
2. Current Ambulance Service Rates	9
3. ALS Ground Ambulance Transports Not Originating from 9-1-1	9
4. Payer Mix	9
<b>SECTION II. PROCUREMENT INFORMATION</b>	<b>11</b>
<b>A. PERFORMANCE-BASED CONTRACT</b>	<b>11</b>
<b>B. NOTICE TO PROPOSERS</b>	<b>11</b>
<b>C. USE OF OWN EXPERTISE AND JUDGMENT</b>	<b>12</b>
<b>D. PROCUREMENT TIME LINE</b>	<b>12</b>
<b>E. PROCUREMENT PROCESS</b>	<b>12</b>
1. Pre-proposal Process	12
2. Proposers' Conference	12
3. Proposal Submission	13
4. Public Proposal Opening	13
5. Additional Proposer Responsibilities	<del>14</del> 14
6. Notice of Intent to Award	14
<b>F. PROPOSAL INSTRUCTIONS</b>	<b>14</b>
1. Proposal Format	14
2. Required Proposal Format	<del>15</del> 14
<b>G. PROPOSAL EVALUATION PROCESS</b>	<b>15</b>
1. Proposal Review Panel	15
2. Proposal Review Process	16
3. Method for Competitive Scoring of Price Proposals	18
4. Independent Financial Analysis	18
5. Post-submission Presentation	19
6. Investigation	19
7. Notification	19
8. Debriefing	19
9. Protest	20
10. Withdrawal of Proposals	<del>22</del> 21
11. Canceling the Procurement Process after Opening	22
12. Award	22

## Table of Contents

13. Scoring Criteria	22
14. RFP Governed by Its Terms	23
<b>H. SCORING MATRIX</b>	<b>23</b>
<b>SECTION III. MINIMUM QUALIFICATIONS</b>	<b>2524</b>
<b>A. ORGANIZATIONAL DISCLOSURES</b>	<b>2524</b>
1. Organizational ownership and legal structure	2524
2. Continuity of business	2524
3. Licenses and permits	2524
4. Government investigations	2524
5. Litigation	2524
<b>B. EXPERIENCE AS SOLE PROVIDER</b>	<b>2625</b>
1. Demonstrate Capability in Lieu of Experience	2625
2. Comparable experience	2625
3. Government contracts	2625
4. Contract Compliance	2625
<b>C. DEMONSTRATED RESPONSE TIME PERFORMANCE</b>	<b>2726</b>
<b>D. DEMONSTRATED HIGH LEVEL CLINICAL CARE</b>	<b>2726</b>
<b>SECTION IV. CORE REQUIREMENTS</b>	<b>2827</b>
<b>A. TWO SERVICE PLANS ARE TO BE ADDRESSED</b>	<b>2827</b>
<b>B. CONTRACTOR'S FUNCTIONAL RESPONSIBILITIES</b>	<b>2827</b>
1. Basic Services	2827
2. Services Description	2928
<b>C. CLINICAL</b>	<b>2928</b>
1. Clinical Overview	2928
2. EMS System Medical Oversight	3029
3. Minimum Clinical Levels and Staffing Requirements	3130
<b>D. OPERATIONS</b>	<b>3433</b>
1. Operations Overview	3433
2. Transport Requirement and Limitations	3634
3. Response Time Performance Requirements	3635
4. Modifications During the Term of Agreement	3937
5. Response Time Measurement Methodology	3938
6. Response Time Exceptions and Exception Requests	4140
7. Response-time Performance Reporting Procedures and Penalty Provisions	4342
8. Fleet Requirement	4746
9. Coverage and Dedicated Ambulances, Use of Stations/Posts	4746
<b>E. PERSONNEL</b>	<b>4746</b>
1. Treatment of Incumbent Work Force	4746
2. Character, Competence and Professionalism of Personnel	4847
3. Internal Health and Safety Programs	4847
4. Evolving OSHA & Other Regulatory Requirements	4948
5. Discrimination Not Allowed	4948
<b>F. MANAGEMENT</b>	<b>4948</b>
1. Data and Reporting Requirements	4948
<b>G. EMS SYSTEM AND COMMUNITY</b>	<b>5352</b>
1. Participation in EMS System Development	5352
2. Accreditation	5352
3. Multi-casualty/Disaster Response	5352
4. Mutual-aid and Stand-by Services	5554
5. Permitted Subcontracting	5554
6. Communities May Contract Directly for Level of Effort	5554

## Table of Contents

7. Supply Exchange and Restock	5655
8. Handling Service Inquiries and Complaints	5655
<b>H. ADMINISTRATIVE PROVISIONS</b>	<b>5655</b>
1. Contractor Payments for Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities (Plan B only)	5655
2. No System Subsidy	5655
3. Contractor Revenue Recovery	5756
4. Federal Healthcare Program Compliance Provisions	5756
5. State Compliance Provisions	5857
6. Billing/Collection Services	5857
7. Market Rights	5958
8. Accounting Procedures	6059
9. County Permit	6059
10. Insurance Provisions	6160
11. Hold Harmless / Defense / Indemnification / Taxes / Contributions	6160
12. Performance Security Bond	6160
13. Term of Agreement	6261
14. Earned Extension to Agreement	6261
15. Continuous Service Delivery	6261
16. Annual Performance Evaluation	6261
17. Default and Provisions for Termination of the Agreement	6362
18. Termination	6463
19. Emergency Takeover	6463
20. Transition Planning	6665
21. LEMSA's Remedies	6665
22. Provisions for Curing Material Breach and Emergency Take Over	6665
23. "Lame-duck" Provisions	6766
24. General Provisions	6867
<b>SECTION V. COMPETITIVE CRITERIA</b>	<b>7170</b>
<b>A. CLINICAL</b>	<b>7170</b>
1. Competitive Criterion: Quality Improvement	7170
2. Competitive Criterion: Clinical and Operational Benchmarking	7473
3. Competitive Criterion: Dedicated Clinical Oversight Personnel	7675
4. Competitive Criterion: Medical Direction	7776
5. Competitive Criteria: Focus on Patients and Other Customers	7877
6. Competitive Criterion: Continuing Education Program Requirements	7978
<b>B. OPERATIONS</b>	<b>7978</b>
1. Competitive Criterion: Dispatch and Communications	7978
2. Competitive Criterion: Vehicles	8180
3. Competitive Criterion: Equipment	8281
4. Competitive Criterion: Vehicle and Equipment Maintenance	8382
5. Competitive Criterion: Deployment Planning	8483
<b>C. PERSONNEL</b>	<b>8584</b>
1. Competitive Criterion: Field Supervision	8584
2. Competitive Criterion: Work Schedules	8584
3. Competitive Criterion: Internal Risk Management/Loss Control Program	8685
4. Competitive Criterion: Workforce Engagement	8786
<b>D. MANAGEMENT</b>	<b>8887</b>
1. Competitive Criterion: Key Personnel	8887
<b>E. EMS SYSTEM AND COMMUNITY</b>	<b>8988</b>
1. Competitive Criterion: Supporting Improvement in the First Response System	8988
2. Competitive Criterion: Health Status Improvement and Community Education	9089
<b>F. INTEGRATION WITH HEALTHCARE PROVIDERS</b>	<b>9291</b>

## Table of Contents

1. Competitive Criterion: Collaboration with Healthcare Providers	9291
<b>SECTION VI. FINANCIAL CRITERIA</b>	<b>9492</b>
<b>A. FINANCIAL STRENGTH AND STABILITY</b>	<b>9492</b>
<b>B. FINANCIAL SITUATION DOCUMENTS</b>	<b>9492</b>
1. Financial Statements	9492
2. Audited Statements	9492
3. Financial Commitments	9492
4. Working Capital	9492
5. Performance Security	9593
6. Financial Interests	9593
<b>C. FINANCIAL PROJECTIONS</b>	<b>9593</b>
1. Revenue projections	9593
2. Revenue Flow Projections	9593
3. Expense Projections	9593
4. One-Time Start Up and Capital Items	9694
5. Pro Forma Summary	9694
<b>D. PRICING</b>	<b>9694</b>
TABLE 1. CONTRA COSTA COUNTY POPULATION CENTERS	4
TABLE 2. ESTIMATED PAYER MIX	9
TABLE 3. SCORING ALLOCATION	2322
TABLE 4. PROPOSAL REVIEW SCORING ALLOCATIONS	23
TABLE 5. RESPONSE TIME COMPLIANCE REQUIREMENTS FOR PLAN A ALL CONTRA COSTA COUNTY EMERGENCY RESPONSE ZONES	3837
TABLE 6. RESPONSE TIME COMPLIANCE REQUIREMENTS FOR PLAN B	3837
TABLE 7. COUNTY RESPONSE TIME PENALTIES	4443
TABLE 8. OUTLIER RESPONSE TIME PENALTIES	4544
TABLE 9. BREACH EVENTS AND PENALTIES	4645

## APPENDICES:

- |                                       |  |
|---------------------------------------|--|
| 1. Mandatory Table of Contents        | 11. Subsidy Request Form                         |
| 2. Map of Exclusive Operating Area    | 12. Insurance Requirements                       |
| 3. Emergency Response Zone Maps       | 13. Sample Standard County Contract              |
| 4. County Ambulance Ordinance         | 14. Basis for Revenue Projections Template       |
| 5. Current Ambulance Zones Map        | 15. Revenue Flow Projection Template             |
| 6. Call Density Response Areas in EOA | 16. Expense Budget Templates                     |
| 7. Current Ambulance Rates            | 17. One-Time Expense and Capital Budget Template |
| 8. Procurement Timeline               | 18. Pro Forma Budget Summary Template            |
| 9. Required Forms                     | 19. ALS Interfacility Price Sheet                |
| 10. Stipulated Ambulance Charges      |  |

## SECTION I. EMS SYSTEM SUMMARY

### A. Overview

**Request for Proposals:** The County of Contra Costa (County) is a political subdivision of the State of California. State law confers on the county's Local Emergency Medical Services Agency (LEMSA) the authority to designate exclusive operating areas (EOA) and to select its emergency ambulance service providers through a competitive process. (California Health and Safety Code, Section 1797.224) Contra Costa County is conducting this procurement and is seeking a qualified ambulance service provider to deliver these and certain related services in accordance with the expectations set forth in this Request for Proposals (RFP).

Each entity responding to this RFP (Proposer) shall submit a written response (Proposal) setting forth the Proposer's qualifications and plans for meeting or exceeding the performance expectations set forth in this RFP. *Proposals must be organized to address each of the items and in the exact order shown in the "Mandatory Table of Contents for Proposals" in Appendix 1.*

The outcome of this RFP will be the selection of a Proposer (Contractor) with whom the County will negotiate an exclusive, performance-based agreement (Agreement) for the provision of 1) an emergency medical transportation system at a "paramedic Advanced Life Support" (ALS) level of service; and 2) non-emergency ALS ambulance transports originating in Contra Costa County. This includes the exclusive right and obligation to (i) respond to 9-1-1 calls and other emergency or urgent medical call requests made through the County PSAPs public safety agencies, and other sources (Emergency Ambulance Requests), (ii) provide care and/or transport patients within the emergency medical services (EMS) system, and (iii) provide care and/or transport other patients requiring ALS ambulance service, when the transports originate in the EOA.

The performance expectations set forth in this RFP and the performance commitments set forth in the selected Proposal will be incorporated in the Agreement as mandatory performance standards.

**Policy Goals of the Procurement:** The County's overarching goals in the conduct of this procurement process are to: (1) promote public health and safety by preventing the loss of life; (2) minimize the physical pain of patients; (3) reduce the costs associated with catastrophic injury or illness; and (4) ensure good value in return for the investments of the customer and the community.

To achieve these overarching goals, the County is working to promote a quality EMS system that includes the following essential elements:

- Prevention and early recognition
- Bystander action/system access
- Medical Dispatch
- Telephone protocols and pre-arrival instructions
- First responder and ambulance dispatch
- First responder services
- Transport ambulance services

- Exchange of health information among providers
- Integration of healthcare providers to improve survival and recovery
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

The County is taking a comprehensive systems approach to the overall EMS system of which ambulance services are one important part. The RFP accordingly identifies geographic and density-based response time zones and calls for the Contractor to meet specified response times within defined timeframes in each of these zones.

This approach also calls for the County to maintain EMS coordination, oversight, and accountability, while allowing the Contractor the flexibility to use its expertise and entrepreneurial talent to manage its day-to-day operations. This model is intended to promote high-quality clinical care, efficiency, economy, reliability, and operational and financial stability.

## **B. Exclusive Operating Areas (EOAs)**

Proposers shall submit a Proposal for the designated Exclusive Operating Area (EOA). The Designated EOA covers most of the territory of Contra Costa County. Not included in the Designated EOA for this procurement are two smaller EOAs covering the territories of the San Ramon Valley and the Moraga-Orinda Fire Protection Districts where paramedic ambulance services are provided by the respective fire districts. (See Map of EOA in Appendix 2)

Proposers must agree to provide the services referred to above for the EOA without any qualification or variation other than as expressly set forth in this RFP.

## **C. Proposals Must Include Response to Two Service Plans**

The LEMSA has determined that the interests of the County can best be met by including two (2) service plans for the provision of emergency medical services within the EOA. These plans are designated Plan A and Plan B.

Plan A includes minor changes in the current system design, performance requirements, and measurement zones. Plan B incorporates more changes as proposed in the March 2014 “EMS Modernization Project Report” (available at <http://www.cchealth.org/ems/system-review.php#simpleContained4> ) to respond to operational, financial, and clinical trends and findings.

Each proposer is required to respond to both of the Plans.

## **D. Background**

The County has historically designated five ambulance zones. Plan A consolidates two of the Zones in East County (D & E) while Plan B consolidates two additional Zones (A & B) in West County. The Zone maps are included in Appendix 3.

The County has established an ambulance ordinance (83-28) that establishes broad standards for the operations, equipment, and personnel of pre-hospital emergency care services. A copy of the ordinance that may be amended is attached hereto in Appendix 4.

Additionally, requirements that are more specific can be found in the County's policies, which are incorporated into the provider agreements. Any successful proposer will be required to have a provider agreement administered by the LEMSA. The County Policies and Procedures can be downloaded at <http://www.cchealth.org/ems/policies.php>.

The EOA is a mix of urban, rural, and wilderness areas. Table 1 (below) lists the county cities and communities with their population.



**Table 1. Contra Costa County Population Centers<sup>1</sup>**

Community	Population 2013 estimate U.S. Census	ER Zone (*) Notes Rural Response Area Requirements Included
Richmond	107,571	A
San Pablo	29,685	B
El Cerrito	24,086	B
El Sobrante	12,669	B
Kensington	5,077	B
Pinole	18,902	B
Hercules	24,848	B
Rodeo	8,679	B
Crockett	3,094	B
Port Costa	190	Rural B
Concord	125,880	C
Martinez	37,165	C
Pleasant Hill	34,127	C
Pacheco	3,685	C
Clayton	11,505	C
Clyde	678	C
Walnut Creek	66,900	C
Lafayette	25,053	C
Orinda	18,681	MOFD
Moraga	16,771	MOFD
Canyon	842	MOFD
Alamo	14,570	SRFD
Danville	43,341	SRFD
Diablo	1,158	SRFD
San Ramon	72,313	SRFD
Blackhawk	9,354	SRFD
Antioch	107,100	D
Pittsburg	66,695	D
Bay Point	21,349	D
Oakley	38,194	E
Bethel Island	2,137	Rural E
Knighten	1,568	Rural E
Brentwood	55,000	E
Discovery Bay	13,352	Rural E
Byron	1,277	Rural E
Unincorporated	70,509	NA
<b>Total</b>	<b>1,094,205</b>	

In conducting a competitive process for the provision of emergency ambulance services, Contra Costa County is meeting the mandates of the California EMS Act and the Health and Safety Code, Division 2.5, available at [www.emsa.ca.gov](http://www.emsa.ca.gov).

## E. Overview of EMS System

Contra Costa County's LEMSA, as designated by the County Board of Supervisors pursuant to the California EMS Act, is the Contra Costa Health Services Department. The governing body of the LEMSA is the Board of Supervisors and the Chief Executive Officer, or Director, is the County Health Services Director. Day-to-day activities and oversight of the County's EMS system is carried out by the County EMS Agency, which is a division of Contra Costa Health Services. Key positions within the County EMS Agency include the County EMS Director, who oversees County EMS activities, and the

<sup>1</sup> Ibid

County EMS Medical Director, who provides EMS medical oversight pursuant to State law. Both these positions report to the Health Services Director, who is the LEMSA director.

A County ambulance ordinance regulates both emergency and non-emergency ambulance service. Emergency ambulance service is further regulated through exclusive operating agreements in each of the County's three EOAs. First responder services are provided by six fire districts and three municipal fire departments. Most first responder services are provided at the paramedic level in accordance with County first responder agreements. Eight hospitals within the county are licensed to provide Basic Emergency Services and designated as emergency ambulance receiving centers. One of these, John Muir Medical Center in Walnut Creek, is a County-designated Level II Trauma Center. The County also has five designated ST-elevation myocardial infarction (STEMI) receiving centers and six stroke receiving centers. Two air ambulances (CalSTAR and REACH) are based in Contra Costa County.

Requests for assistance to medical emergencies typically are made through the 9-1-1 phone system. These calls are answered at a primary Public Safety Answering Point (PSAP) and, when identified as involving a medical emergency, transferred to one of three County-designated medical communications centers located at San Ramon Valley Fire (serving San Ramon Valley Fire), Richmond Police (serving Richmond and El Cerrito Fire Departments), and Contra Costa County Fire (serving Contra Costa County Fire, East Contra Costa County Fire, Rodeo-Hercules Fire, Pinole Fire, Crockett-Carquinez Fire, and Moraga-Orinda Fire).

Personnel at the medical communications centers identify the caller's needs in accordance with EMS priority dispatch protocols, dispatch and/or request appropriate EMS resources, and provide pre-arrival instructions when appropriate. For the areas covered by this RFP, dispatch information, including the ambulance request, is transferred to the ambulance service from Contra Costa County Fire dispatch or Richmond Police dispatch via the Message Transmission Network (MTN), a direct microwave linkage between the medical communications center and ambulance dispatch computer systems. The ambulance contractor is responsible for establishing and maintaining the necessary hardware and software at the contractor's dispatch center to integrate with the County MTN. The ambulance contractor is also responsible for the actual dispatch of requested ambulance resources (specification is available at [http://www.cchealth.org/ems/pdf/mtnspec\\_v1.5.pdf](http://www.cchealth.org/ems/pdf/mtnspec_v1.5.pdf)).

The initial response to a potentially life threatening incident includes both a first response unit and a paramedic-staffed ambulance. Most fire first response is at the paramedic level. Richmond, East Contra Costa County, and Crockett-Carquinez Fire provide first response at the Basic Life Support (BLS) level.

Emergency ambulance service is currently provided by the County's three emergency ambulance contractors, American Medical Response in the areas covered by this RFP covering about 90 percent of the County and by San Ramon Valley Fire and by Moraga-Orinda Fire in their respective districts.

All ambulances responding on emergency calls are required to have one paramedic and one Emergency Medical Technician (EMT) as minimum staffing. Ambulances may be dispatched Code 3

(lights and siren) or Code 2 (immediate response without lights or siren) depending on the priority assigned by the medical communications center.

Currently, the Designated EOA is divided into five (5) Emergency Response Zones (ERZ's) for calculation of ambulance response times and penalties. The zones, shown in Appendix 5, are:

- ERZ A—The City of Richmond
- ERZ B – West County including the Cities of El Cerrito and Pinole Fire Departments, Rodeo-Hercules Fire Protection District, Kensington Fire Protection District, Crockett-Carquinez Fire Protection District, the portion of the Contra Costa County Fire Protection district covering San Palo, El Sobrante, North Richmond, and surrounding unincorporated areas.
- ERZ C—Central County including the area of Contra Costa County Fire Protection District covering the Cities of Clayton, Concord, Lafayette, Martinez, Pleasant Hill, and Walnut Creek and surrounding unincorporated areas served by Contra Costa County Fire.
- ERZ D—East County including Antioch, Bay Point and Pittsburg and surrounding unincorporated areas served by Contra Costa County Fire.
- ERZ E—Far East County including Oakley and Brentwood and unincorporated areas served by East Contra Costa County Fire Protection District.

Patient treatment and transport are carried out under State laws and regulations, as well as County EMS Agency policies and procedures. These policies may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physician at a designated base hospital to obtain direction in management of the patient. Patients are transported to appropriate receiving facilities. Hospital destination is based upon patient preference and County EMS protocols. Critical patients are normally transported to a nearby emergency department or to a specialty care center (trauma, STEMI, stroke), as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Note that County EMS protocols may require transport of certain patients to out-of-county specialty centers or hospital emergency departments. Medical helicopter service is available to transport critical patients when ground ambulance transport time would be excessive and patients meet helicopter transport criteria.

As a part of the STEMI Receiving Center system, the County, in 2011, began implementation of 12-lead EKG transmission from the field to receiving hospital. The ambulance contractor will be responsible for the continued support of this system.

Further information regarding Contra Costa's EMS system can be found in the Contra Costa County Emergency Medical Services Agency's "2013 Annual Program Report" and in the "Emergency Medical Services System Plan" approved by the Emergency Medical Care Committee and adopted by the County Board of Supervisors. Both of these documents are available at the Emergency Medical Services Agency and on the County EMS website at <http://cchealth.org/ems/documents.php>.

## **F. Local EMS Agency Responsibilities**

It is the LEMSA's responsibility to:

- Select and enter into an Agreement with the Contractor;
- Provide contract administration and management services for the Agreement;
- Monitor the EMS system's performance and compliance with the performance based specifications applicable to the Contractor;
- Commit to the continued collaboration to provide high quality first response service on life-threatening incidents;
- Provide medical direction for the system;
- Develop and modify EMS system protocols and procedures;
- Create and sustain coordinated specialty systems of care e.g. Trauma, STEMI, Stroke, Cardiac Arrest, etc.;
- Contract with base hospitals to provide on-line medical control; and
- Secure or provide, in the event of Contractor's default, an alternative EMS delivery system.

## **G. Contra Costa EMS System Improvements**

Changes and improvements in EMS have occurred during the last 10 years and healthcare has changed considerably as has EMS. Numerous studies have been undertaken to ascertain which practices will produce the best patient outcomes and what actions will have minimal positive impacts. Technology has allowed EMS to improve response times and productivity and to provide data for identifying practices that will deliver positive results for the patients and the system.

In preparation for this RFP, the County conducted a review of current practices in collaboration with system stakeholders. The process identified improvement opportunities in the Contra Costa EMS System. Although it is not the LEMSA's intent or desire to create the most expensive, high-performance EMS system in the country, the LEMSA is committed to ensuring that EMS services are delivered at the comparable level of quality and performance enjoyed by users in other good quality and reliably performing EMS systems.

The LEMSA is pursuing its overall goal to update the local EMS system through incorporating system improvements in this RFP and its resulting Agreement.

Changes to the Contra Costa County EMS system are designed to strategically match emergency ambulance resource to patient need, and improve care to patients without undue financial or operational hardship on the Contractor.

### **1. Call Transfer and Dispatch**

The goal for the EMS system is that all Emergency Ambulance Requests for medical assistance be promptly transferred (within 60 seconds) from the medical communications centers to the Contractor. The goal is also for all calls to be prioritized as to acuity level according to protocols approved by the LEMSA. When appropriate, all callers will receive emergency medical pre-arrival instructions according to protocols approved by the LEMSA.

## **2. Call Density Response Zones, Response Time Requirements and Non-performance Penalties Established**

Call Density Response Zones are defined within the EOA. The requirements are based on an analysis of the historical volume and density of calls, as well as population density and city boundaries. Performance requirements are based on call location and call acuity (Priority 1, 2 or 3) as determined through emergency medical dispatch protocols. The details of the response time requirements are provided in detail in Section IV.C.3.

The Contractor's response time clock begins when the call is time stamped as received by the Contractor's dispatch center.

Response time compliance is to be maintained on 90% of all calls. Failure to perform will result in financial penalties and may cause the replacement of the Contractor as described in Section IV.C.7.

Appendix 6 includes maps indicating the Call Density Response Zones within the EOA.

### **3. ~~Surplus or Reserve Fleet Requirements~~**

~~Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent 125% of the peak staffing level. For example, if the Contractor's peak number of ambulances is 30, then the Contractor is to maintain a fleet of at least 38 ambulances ( $30 \times 125\% = 37.5$  rounded up to 38). If 125% of peak demand equals a fraction, the fleet requirement is rounded up to the next whole ambulance.~~

### **4.3. Provider Fatigue**

Provider fatigue and the impairment associated with the fatigue pose a significant safety risk for patients, partners, and others in the community. Crewmembers working on ambulances in Contra Costa County shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a County declared disaster.

### **5.4. No Subsidy System**

The Contra Costa County EMS system operated for years without subsidy to ambulance providers. It is the LEMSA's desire that Contra Costa County emergency ambulance providers will continue to operate within the system without additional subsidy, but the financial and operational trends identified in the "EMS Modernization Report" indicate that the operational status quo may require funding support. Plan A includes the opportunity for quantifying additional funds needed by the Contractor during the term of the Agreement, if necessary. Plan B assumes no subsidy from the County or LEMSA.

## H. Relevant Information Regarding Service Areas

The LEMSA makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, number of patients or distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models and operational plans and proposals.

### 1. Historical Service Volume

Call volume in the EOA are included in the EMS Agency's annual report and can be downloaded at <http://cchealth.org/ems/pdf/annual-report-2013.pdf>. Three years of call data including date and time of call, priority of call, longitude/latitude, location, and city are available at #####. The location information has been altered to mask actual response locations by randomly adding or subtracting a number between one (1) and four (4) from the numerical portion of the street address. There has been no independent validation of this data and Proposers are encouraged to use their own means to analyze the information to determine response and transport volumes. The LEMSA does not guarantee any number of responses or transports.

### 2. Current Ambulance Service Rates

Current providers are required to receive approval of rates from the LEMSA and County. The current ambulance service rates are included in Appendix 7.

### 3. ALS Ground Ambulance Transports Not Originating from 9-1-1

Ground ALS ambulance transports originating within the EOA that are not routed through the Emergency Ambulance ~~Request~~ Request (9-1-1) system – specifically the ALS interfacility transports – are included in the EOA scope of services. These transports were not previously included in the EOA's exclusivity and the quantity, origins, destinations, and time of calls are not available. The Agreement will include such transports, granting the Contractor the exclusive right to provide these services and the Proposers should use their own expertise while conducting their due diligence to quantify the ALS interfacility transports.

### 4. Payer Mix

The current provider reports the following transport volume and payer mix information in Table 2.

Table 2. Estimated Payer Mix

Payer	Percent of Transports
Medicare & Medicare HMO	42.9%
Medi-Cal & Medi-Cal HMO	26.3%
Insurance	14.4%
Private Pay & Other	16.4%
<b>Total</b>	<b>100.0%</b>

Since the payer mix determines potential revenue recovery and anticipated healthcare changes may have a significant impact on the payers, the Agreement will provide that should the Contractor demonstrate to the LEMSA's satisfaction that the insured category is at least three (3) percent lower than listed or that the MediCal or self pay category is at least three (3) percentage points higher than identified, the variation will be grounds for a rate adjustment as provided in Section IV.G.3.b. For example, if Medi-Cal transport percentages exceed 29.3% the Contractor can request a rate adjustment.

DRAFT

## **SECTION II. PROCUREMENT INFORMATION**

### **A. Performance-based Contract**

The result of this procurement will be the award of a performance-based contract. The Agreement will require the Contractor to achieve and maintain high levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not suffice to meet the requirements of the Agreement with respect to prescribed performance requirements. Failure to meet specified service standards will result in financial penalties and may lead to termination of the Agreement.

The essential areas where performance must be achieved include:

- Ambulance response times;
- Ambulance equipment and supply requirements;
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure;
- Clinical performance consistent with approved medical standards and protocols;
- Management and field supervision;
- On-going training and continuing education;
- Collaboration with other emergency responders and medical personnel;
- Comprehensive quality improvement and compliance activities and results;
- Accurate and timely reporting; and
- Customer and community satisfaction with the services provided.

The Agreement is not a level-of-effort contract. In submitting its Proposal, the Proposer is agreeing to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required by the EMS System Specifications.

### **B. Notice to Proposers**

The issuance of this RFP does not commit the LEMSA to accept proposals, complete the selection process, award a contract, or pay any costs incurred in the preparation of a Proposal responding to this RFP. The LEMSA reserves the right to reject any or all Proposals received at any point in the procurement process, or to cancel the RFP in whole or part if the LEMSA, in its sole discretion, so determines.

Submission of a proposal by a Proposer shall constitute an agreement to the provision for public announcement. The LEMSA intends to post the Proposals within twenty-four hours (24) of the public opening.

Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against the LEMSA or the County that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be made publically available.



## C. Use of Own Expertise and Judgment

Each Proposer must use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Agreement. As used here, “methods” includes, without limitation, compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organizations strategies and activities.

## D. Procurement Time Line

The Procurement Time Line is included in Appendix 8 (the Procurement Time Line). Any changes to the Procurement Time Line will be published on the LEMSA website and organizations requesting the RFP will be notified by the LEMSA.

## E. Procurement Process

Administrative support for this process will be provided to the LEMSA by county Health Services Department (HSD).

### 1. Pre-proposal Process

Questions regarding this RFP should be submitted in writing to:

Patricia Frost,  
EMS Director  
Contra Costa County EMS Agency  
1340 Arnold Drive, Suite 123  
Martinez, CA 94553  
Facsimile (925) 646-4379  
Patricia.Frost@hsd.cccounty.us

Questions or requests for clarification regarding the RFP will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. on the date specified in the Procurement Time Line (Appendix 8).

### 2. **Mandatory** Proposers' Conference

~~It is strongly recommended that Proposers attend the~~ Proposers' conference ~~that~~ will be held on the date identified in the Procurement Time Line (Appendix 8) to allow County staff and consultants to discuss all relevant issues associated with the Request for Proposal and to permit Proposers an opportunity to ask questions. Each Proposer will be limited to not more than four (4) representatives in attendance.

Proposers shall submit, in writing, any questions about the RFP that they would like answered at the Proposers' Conference no later than three (3) working days before the conference. This will allow for a more thorough response.

The Proposers' Conference may be taped and answers to questions will be posted to the LEMSA website following the conference. Oral answers at the conference will not be binding on the LEMSA. Any changes or clarifications to the Request for Proposal made following the Proposers' Conference will be distributed to all potential Proposers who attend the Proposer's Conference, ~~entities not in attendance requesting the information~~, and posted on the LEMSA website. The Proposers' conference is mandatory.

### **3. Proposal Submission**

Each Proposer must submit one (1) original and ten (10) copies of its Proposal by 4:00 p.m., Pacific Time on the date specified in the Procurement Time Line (the Deadline). A CD-ROM, or other electronic storage device, of the Proposal and attachments in Microsoft Word or PDF format shall accompany each Proposal. Any Proposals received after the deadline will not be considered. Proposals shall remain in effect for a period of one hundred and twenty (120) days after the Deadline. Proposals shall be submitted in a sealed container. The outside of the container and each Proposal shall be labeled "Exclusive Operator for Emergency Ambulance Service Proposal For Contra Costa County, California" and the Proposer's name.

One (1) original and five (5) copies of the required Financial Documents shall be included in the sealed container but placed in a separate, sealed envelope marked with the Proposer's name and labeled "Financial Documents." The Financial Documents are described in Section VI.

Proposals shall be delivered to:

Contra Costa County EMS Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Attention: Patricia Frost

### **4. Public Proposal Opening**

All proposals received prior to the Deadline shall be marked with a proposal number (EMS-1, EMS-2, etc.) and the date and time of receipt and kept unopened and secured in a locked area. Such Proposals shall be publicly opened at 1340 Arnold Drive, Suite 126, Martinez, CA 94553, at the time and date specified in the Procurement Time Line. The RFP number, submission date, general description of service being requested, and name of each Proposer will be recorded and read aloud to the persons present. The contents of the Proposals shall not be reviewed or disclosed at the public opening.

## **5. Additional Proposer Responsibilities**

At any time following the opening of Proposals, the LEMSA may request a Proposer to provide additional information or documentation regarding its Proposal. Proposers will also be requested to make a formal oral presentation to the proposal review panel (the Review Panel) and to respond in person to questions from the panel. Such requests must be fulfilled by the Proposer or its Proposal may be rejected.

## **6. Notice of Intent to Award**

The LEMSA will issue a "Notice of Intent to Award." At the time of the issuance of the Notice of Intent to Award, non-winning proposers' right to protest will become ripe, and LEMSA staff will begin the process of placing the contract award on a future agenda of the Board of Supervisors for recommendation. Although the Notice of Intent to Award may tentatively identify a Board of Supervisors meeting date upon which the award recommendation will be considered, such date selection shall not be binding upon the LEMSA or the County. If there are any delays in the procurement timeline, all Proposers will be notified by the LEMSA.

# **F. Proposal Instructions**

## **1. Proposal Format**

Proposals should be concise and directly respond to the required information in this RFP. To facilitate the evaluation process, Proposals shall be limited in size.

The entire Proposal and exhibits shall be contained within two (2) 2-inch, three-ring binders. One binder shall contain the narrative (Proposal Narrative) and the second the exhibits (Proposal Exhibits). Excepted from these restrictions are any information submitted in response to Sections III.A.4 and 5, below.

The Proposal Narrative shall adhere to the following specifications:

- Easily readable font, no smaller than 10 point;
- Line spacing no smaller than 1 ½ lines;
- Single sided page printing;
- Standard 8 ½" by 11" paper;
- Pages must be numbered sequentially; and
- Pages are limited to 250 pages per binder excluding title page, table of contents, and dividers

All attachments and exhibits shall be inserted in the second binder. Each exhibit and attachment shall be labeled and referenced in the narrative.

## **2. Required Proposal Format**

### **a) Mandatory Table of Contents**

The Proposal Narrative shall respond to each topic listed in the Mandatory Table of Contents in the exact sequence that the topics appear in the Mandatory Table of Contents. The Proposal must utilize the stipulated section and heading titles and numbering set forth in the Mandatory Table of Contents. The response to each item must contain all of the information that the Proposer is providing with respect to that topic. The response may incorporate by reference information contained in the Proposal Exhibits, but may not incorporate by reference any information contained in other portions of the Proposal Narrative. With the exception of information appearing in a Proposal Exhibit that is expressly referenced in a response, information not set forth in the portion of the Proposal Narrative clearly identified as responding to a specific topic on the Mandatory Table of Contents may be disregarded in the rating of the Proposal. Reviewers may disregard information submitted in the Proposal if it is not included in the mandated location defined by the Mandatory Table of Contents.

### **b) Required Proposal Sections**

The Proposal Narrative shall be divided into the following five sections:

- Section I     Executive Summary.
- Section II    Required Forms as specified in Appendix 9 of this RFP
- Section III   Proposer's demonstration of the appropriate credentials and ability to meet the minimum qualifications set forth in Section III of this RFP
- Section IV   Proposer's response to the basic performance and operational requirements set forth in Section IV of this RFP (the Core Requirements). Failure to commit to each of the Core Requirements may result in the Proposal being disqualified and deemed unresponsive.
- Section V    Proposer's response to the competitive criteria set forth in Section V of this RFP (the Competitive Criteria). The Competitive Criteria will be reviewed, evaluated, and scored in the Proposal review process.

Proposals shall provide all information requested in this RFP in the order that it is requested. Performance standards for emergency ambulance service are identified in multiple sections of this RFP and shall be addressed in the manner stipulated for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal Narratives to provide additional detail.

## **G. Proposal Evaluation Process**

### **1. Proposal Review Panel**

The Proposal review process shall be managed by the LEMSA through its Consultant. A multi-disciplinary panel of four (4) independent EMS professionals shall be selected by the Consultant with approval of the LEMSA to evaluate and rank Proposals. A fifth member of the Review Panel will be selected by the County and be an independent resident of the County. Meetings of the Review Panel

will be closed to the public. The outcome of the deliberations of the Review Panel shall be submitted to the LEMSA. The LEMSA shall review the submission and may consider any and all other pertinent information.

To assure a fair process, members of the Review Panel will be instructed to avoid discussing any Proposal or the RFP process with any Proposer or other individual not present during the evaluation prior to the public announcement of the outcome of the deliberation. Until the outcome of the deliberations of the Review Panel has been submitted to the Health Services Director, Proposers shall avoid any communications regarding Proposals or the RFP process with any member of the Review Panel, Board of Supervisors, LEMSA or County staff outside of the formal procurement process during the period commencing with the release of the RFP until either the expiration of the protest period or the resolution of any protest that may be filed. The names of the Review Panel members will not be disclosed prior to the RFP submission deadline. If it is determined that a Proposer attempted or had such precluded communications, or otherwise at any time attempted to unduly influence the selection process except in a manner explicitly approved in the RFP, Proposer's Proposal may be disqualified.

## **2. Proposal Review Process**

The review of the proposals will determine whether the Proposers meet minimum requirements and qualifications, verify that the Proposers agree to meet all of the Core Requirements, and score each of the Competitive Criterion resulting in points being assigned to each Proposal.

The detailed proposal evaluation process will encompass three stages.

- a) The Review Panel will review the documentation provided in each Proposal to determine if the Proposer meets the Minimum Qualifications. Each criterion will be scored on a pass/fail basis. If the Reviewers identify a Proposal that does not meet Minimum Qualifications, the Proposal or Proposals not meeting all Minimum Qualifications will be referred to the LEMSA. The LEMSA will make a recommendation to the Health Services Director for final determination. Proposals that, in the judgment of the Health Services Director, do not meet the minimum requirements for experience, qualifications, and financial capabilities will be considered unresponsive and disqualified.
- b) The Review Panel will then review the documentation in the Proposals related to the Core Requirements. The Proposals must include an affirmative statement agreeing to each Core Requirement without qualification. If any Proposer fails to include affirmative agreement to the Core Requirements or with the minimum requirements listed in Section V (the Minimum Requirements), the Review Panel will refer the nonconforming Proposal or Proposals to the LEMSA. The LEMSA will confer with the Health Services Director and the Health Services Director will make a final determination. If the exceptions to the Core Requirements and Minimum Requirements in the Proposal(s) are deemed material in the sole opinion of the Health Services Director, the Proposal will be considered unresponsive and disqualified. If the exceptions are not deemed material, the Health Services Director may waive the irregularity and allow the proposal review to

continue or may request additional information from the Proposer to resolve the exception.

- c) The Review Panel will then evaluate, compare, and score the Competitive Criteria.
- d) After completion of the Review Panel's review and scoring of the Proposals, the consultants will calculate the points and combine with the pricing points and will present the results to the LEMSA for consideration.

The responses to the Competitive Criteria set forth in the Proposals shall be reviewed and rated as follows:

- Each member of the Review Panel shall read each Proposal prior to the convening of the panel.
- The Review Panel will convene and be provided with an overview of the review and rating process.
- The information provided to document the Minimum Qualifications will be reviewed and scored as either pass or fail.
- The responses to the Core Requirements and Minimum Requirements will be reviewed to confirm an affirmative and unqualified acceptance of the provisions.
- Each criterion of the Competitive Criteria will be evaluated separately (e.g. Clinical Offerings, Operational Proposals, etc.). After a full discussion is completed for a specific Competitive Criterion, each Review Panel member will complete the individual ranking sheet for that Competitive Criterion using the scoring guidelines set forth below.
- The ranking sheet completed by each reviewer will be collected by the Consultant, who will enter the ratings into the master score sheet that will be used to calculate the total points awarded to each Proposal.
- The scores applicable to pricing will be calculated by the Consultant and combined with the scores resulting from the panel's review.
- Subsequent to the Proposers' presentations to the Review Panel, the Review Panel will reconvene and each Reviewer will be allowed to view and modify any scores awarded to a Proposal if he or she believes that information presented or answers received in response to Review Panel member inquiries would, in the Reviewer's sole opinion, justify a scoring change for specific criteria.
- After the Review Panel has completed the review of all Proposals, the scores of the reviewers will be averaged to determine the total points awarded to each Proposal for the Competitive Criteria.
- The Competitive Criteria will include separate scores for each of the two Plans (A and B) when applicable.
- The results of the Review Panel and the rankings of the Proposals will be combined with the scores derived from the Financial Analysis conducted by a separate, independent organization. The combined scores will be forwarded to the Health Services Director.
- The Health Services Director will, after consideration of the Review Panel rankings and scores and any other relevant factors, make his or her recommendation to the County Board of Supervisors (Board). The Health Services Director shall identify to the Board, as the tentative awardee, the Proposal receiving the highest score from the Review Panel unless the Health Services Director: (i) identifies a material procedural error in the

procurement process; (ii) determines that the procurement process has failed to achieve the LEMSA's goals as set forth in this RFP; or (iii) subsequent investigation of Proposer receiving the highest score reveals material information for the Health Services Director to conclude that the best interests of Contra Costa County and the LEMSA would not be served by the recommendation. In the event of any such exception, the Health Services Director shall set forth in writing the basis for his or her tentative decision.

- The final decision regarding an award shall rest with the ~~Health Services Director~~Board.

The consulting firm shall observe and serve as staff to the Review Panel.

### 3. Method for Competitive Scoring of Price Proposals

Prices for all calls originating from the 9-1-1 system are predetermined and presented in Appendix 10.

Points will be awarded only for the proposed pricing of ALS interfacility transports and based on the following calculation:

#### *ALS non-emergency transports (not originating from 9-1-1)*

ALS Non-emergency Base Charge	\$ <u>  X  </u>
Mileage Charge: multiply the proposed per-mile charge times 12 miles	\$ <u>  Y  </u>
Oxygen Charge: multiply the proposed oxygen charge times 90 percent	\$ <u>  Z  </u>
Weighted Charge	\$ <u>  X+Y+Z  </u>

The proposal with the lowest weighted charge will receive the maximum available score assigned to pricing under the RFP. Other proposals will be scored by multiplying the percentage by which their weighted charge exceeds the lowest proposed weighted charge and subtracting that amount from the maximum available score.

For example, the RFP is structured to allow 50 points for price. If the Weighted Charge for Proposal #1 is \$1,000, for Proposal #2 is \$1,100, and for Proposal #3 is \$1,500. Proposal #1 has the lowest charges, so it receives 50 points for pricing. Proposal #2 exceeds Proposal #1 by 10%, so it receives 45 points for pricing. Proposal #3 exceeds Proposal #1 by 50%, so it receives 25 points for pricing.

### 4. Independent Financial Analysis

The County has engaged an independent entity to analyze, express an opinion, and rate the financial aspects of Proposals. This will include expressing an opinion on the Proposers' financial strength, pro forma projections (including revenue and expense projections), the ability of the Proposers to identify and fund initial startup costs and the on-going ability of the Proposers to fund losses if projections are underestimated.

The criteria evaluated in the Financial Analysis process will be scored with the same 5-point scale used by the Review Panel. The scores resulting from the Financial Analysis will be combined with the scores resulting from the Review Panel's findings.

## **5. Post-submission Presentation**

Proposers will be asked to meet with the Review Panel to present a brief overview of their Proposals and answer questions. The date of the Proposers' presentations is included in the Procurement Timeline.

## **6. Investigation**

Upon completion of Review Panel evaluations, the Consultant may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may include, without limitation, site visits, reference checks, financial inquiry, or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

The LEMSA reserves the right to continue its investigation of representations made by a Proposer after contract award and throughout the term of the Agreement. The furnishing of false or misleading information during the procurement process may constitute a major breach of the Agreement even if discovered after contract award.

## **7. Notification**

Proposers will be notified of the status of their Proposal (recommended for selection, not recommended for selection, or disqualified) following completion of the proposal review process. Notification will be by electronic mail to the address listed in the Proposal.

If a Proposal is disqualified, the Proposer will be notified, in writing, of the specific reason that caused the disqualification.

At the completion of the Review Panel's evaluation process and the Health Services Director's receipt and consideration of the panel's deliberations, the Health Services Director will issue a Notice of Intent to Award.

## **8. Debriefing**

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Proposer for the purpose of receiving information concerning the evaluation of the Proposer's submission. The request must be in writing, dated, signed either by the Proposer or a legally authorized individual on behalf of the Proposer and be received by the County's EMS Agency at 1340 Arnold Drive, Suite 126, Martinez, CA 94553, within three (3) working days following the County's issuance of the "Notice of Intent to Award". Each requesting Proposer will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Review Panel determinations of the company's submitted proposal as it relates to the



evaluation criteria as stated herein. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria.

## **9. Protest**

Within fourteen (14) calendar days following issuance of the Notice of Intent to Award, non-successful Proposers shall have the right to file a protest (the Protest). A Proposer filing a Protest (Protester) must follow the procedures set forth herein. Protests that do not follow these procedures shall not be considered. Notwithstanding any other protest or appeal procedures, the protest procedures herein constitute the sole administrative remedy available to the Protesters under this RFP. Only entities which were non-successful Proposers shall have standing to file Protests. Any Protest not filed and received by the Health Services Director within the fourteen (14) day period shall be conclusively deemed waived.

### **a) Filing a Protest**

The Protest of the Notice of Intent to Award must be in writing. The written Protest must be hand delivered, electronically transmitted, or mailed to:

Contra Costa County EMS Agency  
Patricia Frost, EMS Director  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Facsimile (925) 646-4379  
Patricia.Frost@hsd.cccounty.us

Protests will be considered filed when they have been received at the above address. Upon the filing of any protest, the full contents of the protest will promptly be made available to all proposers by LEMSA staff.

### **b) Contents of Protest**

The written Protest must contain the following information: 1) the name, street address, electronic mail address, and telephone and facsimile number of the Protester; 2) signature of the Protester or its authorized representative; 3) grounds for the Protest; 4) copies of any relevant documents; 5) the form of relief requested; and 6) the method by which the Protester would like to receive the initial written Protest decision. The written Protest must clearly state the grounds for the Protest. Protests should be concise and logically arranged.

### **c) Grounds for Protest**

Protests shall be based only on the following grounds: The Protester believes that its proposal should have been selected had the LEMSA followed the procedures and adhered to requirements set forth in the RFP.

**d) Protest Resolution Process**

**(1) Informal Meeting with Health Services Director**

The initial review of any protest will be conducted by the Health Services Director. Upon receipt of the Protest, the Health Services Director will schedule, at the earliest possible convenience, meeting(s) between the Protester and appropriate county staff to clarify the issues and/or attempt to seek informal resolution. The Health Services Director will notify the protesting party and all Proposers of his or her decision in writing.

**(2) Formal Review by Independent Hearing Officer**

The Protester may appeal the Health Services Director's decision by filing a written Notice of such Appeal within five (5) business days of the issuance of the Health Services Director's decision. If an Appeal of the Health Services Director's decisions is filed, the Health Services Director shall forward the Protest and Notice of Appeal to the hearing officer designated by the County for the hearing of any Appeals filed in connection with this RFP within three (3) business days of receipt of the Notice of Appeal. The Health Services Director may also forward additional documents or other information to the Hearing Officer.

The Hearing Officer shall conduct an independent, de novo review of the Appeal to determine whether the grounds for the Appeal have merit. Only the information contained in a timely Protest shall be considered by the Hearing Officer, who has the authority to request additional information from the Protester, LEMSA, or Director to clarify or confirm information submitted in a timely submitted Protest to assist with his/her review of the Appeal. The Hearing Officer will issue a written decision on a timely submitted Appeal within fifteen (15) calendar days of its receipt; however, the time for decision may be extended by the Hearing Officer with advance written notice to the Protester and the Director. The decision of the Hearing Officer shall be final.

**e) Remedies**

If the Hearing Officer sustains a Protest in whole or in part, the Hearing Officer shall have the sole discretion to determine an appropriate remedy in accordance with applicable laws and procedures, including the procedures set forth in this RFP. In determining the appropriate remedies, the Hearing Officer may consider the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the LEMSA, the urgency of the procurement, and the impact of the recommendation(s) on the public's health and safety.

**f) Stay of Procurement Action during a Protest**

A final award shall not be made while a Protest is pending. However, LEMSA staff may otherwise proceed with negotiations toward the contract provided for in this RFP; subject to the resolution of any Protest. Once the Hearing Officer has issued his/her decision on the Protest, if the Protest is denied the procurement process may proceed as though no Protest was filed. In addition, in the event that a Protest substantially delays this procurement process, the LEMSA may, in its discretion, engage in contracting activities for interim

ambulance service until the procurement process can move forward and a permanent Agreement can become effective.

## **10. Withdrawal of Proposals**

Once submitted, Proposals may be withdrawn by the Proposer at any time prior to the Deadline by written notice to the LEMSA.

## **11. Canceling the Procurement Process after Opening**

The LEMSA may, in its discretion, cancel this procurement process at any time up to the formal approval and execution of the Agreement. In the event the LEMSA cancels the procurement, it shall set forth the reasons why the public interest is best promoted by such cancellation.

## **12. Award**

The decision on contract award will be made by the ~~Health Services Director~~Contra Costa County Board of Supervisors following the recommendation from the ~~Board of Supervisors~~Health Services Director. If for any reason the selected Proposer is unable to enter into the Agreement in a timely manner in accordance with the time interval identified in the Procurement Time Line for contract negotiation, the Health Services Director, upon direction from the Board, may proceed toward selection of an alternate Proposal, cancel the process, ~~seek further input from the Board~~, or otherwise proceed as may be required in the public interest and consistent with applicable law. However, the above action does not eliminate the fact that if the initial awarded party is in breach of the contract, the County is entitled to seek any and all damages for such breach, including loss of time, cost of resources and attorney fees.

## **13. Scoring Criteria**

The goal of this procurement is to select the Contractor based on clinical and operational quality of service, while also containing service costs to the public and ensuring financial stability. To achieve this end, the Proposals will be scored on three categories; first, Competitive Criteria, which are designed to objectively identify Proposals that will provide for higher service quality and cost effectiveness. Second, Proposals will be scored based on the service charges to be imposed by the Proposer for the ALS interfacility transports. In addition, the financial strength of the Proposer and the reasonableness of its financial projections will be scored independently.

Since this process is focused on a comparison of the Proposers' responses to the Competitive Criteria, the review and scoring of the proposals will be based on comparing responses of Proposers to each of the criterion. Each criterion will be allocated a specific number of maximum available points.

During the deliberations of the Review Panel, minimum requirements for each of the Competitive Criterion will be described to the reviewers and the reviewers will then discuss the item and any offerings that have been presented to exceed minimum requirements. Once the discussion is completed, each Reviewer will independently evaluate the criterion and mark the rating sheet in the applicable category described below.

The points awarded for the criterion will be based on the reviewer's opinion of each proposal's commitment to the relevant item being reviewed. Five potential ratings will be available for the reviewer. They are:

**Table 3. Scoring Allocation**

Rating	Poor	Adequate	Good	Very Good	Excellent
<b>Percentage of total points for criterion</b>	0%	25%	50%	75%	100%

Each of the Competitive Criteria stipulates minimum requirements that must be addressed and accepted by the Proposers. Failure to address and commit to the minimum requirements may result in the disqualification of the Proposal as being unresponsive. No points will be awarded to the Proposal that offers to only meet the minimum requirements. Points are awarded only to Proposals that exceed minimum requirements for a specific criterion.

#### **14. RFP Governed by Its Terms**

This RFP shall be conducted in accordance with the terms set forth within it. It shall be construed in a manner consistent with applicable law and rules including, but not limited to, the California State Emergency Medical Services Act, Contra Costa County Ordinances, and published procurement guidelines of the California State EMS Authority. Such authorities may be consulted for the resolution of ambiguities and to provide terms not expressly provided herein.

## **H. Scoring Matrix**

The Competitive Criteria are organized in Section V into categories. The maximum points available for each category of Competitive Criteria are set forth below.

**Table 4. Proposal Review Scoring Allocations**

	Category Title	Total Points
1	Credentials and Qualifications	Pass/Fail
2	Core Requirements	Agree/Exception
3	Competitive Criteria-Minimum Requirements	Agree/Exception
4	Competitive Criteria-Commitment to Clinical Quality	300
5	Competitive Criteria-Operations Management	300
6	Competitive Criteria-Commitment to Employees	250
7	Competitive Criteria-Management and Administration	175
8	Competitive Criteria-Commitment to EMS System and Community	275
9	Competitive Criteria-Healthcare Integration	275
10	ALS Interfacility Pricing	75
11	Financial Qualifications	Pass/Fail

12	Financial Strength and Projections	350
	<b>TOTAL POSSIBLE POINTS</b>	<b>2,000</b>

DRAFT

## **SECTION III. MINIMUM QUALIFICATIONS**

### **A. Organizational Disclosures**

The Proposer must be a single legally established entity, but there are no preclusions of multiple organizations forming an entity to respond to this RFP. If such a “joint venture” is proposing on this RFP, questions regarding experience, organizational structure, financial strength, and other items in this RFP must be answered for each member of the “joint venture.” The Proposer must provide the following information about its organization, experience, litigation, licenses, investigations, and other items:

#### **1. Organizational ownership and legal structure**

The Proposer shall describe its legal structure including type of organization, its date, and state of formation.

#### **2. Continuity of business**

The Proposer shall provide the organization’s background and number of years under present business name, as well as prior business names.

#### **3. Licenses and permits**

The Proposer shall provide copies of business or professional licenses, permits or certificates required by the nature of the contract work to be performed. If Proposer does not have a local operation, examples of state licenses, and local permits for other operational locations may be submitted to fulfill this requirement.

#### **4. Government investigations**

The Proposer shall provide a listing of all federal, state, or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer’s organization and any parent or affiliated organization within the last three (3) years. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from government investigations including any continued obligations of the Proposer or describe status and expected outcome of open investigations.

#### **5. Litigation**

The Proposer shall provide a listing of all resolved or ongoing litigation involving the Proposer’s organization including resolution or status for the last five (5) years. This listing shall include litigation brought against the Proposer’s organization or affiliated organization and any litigation initiated by the Proposer’s organization or affiliated organization against any governmental entity or competing ambulance service. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC

FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from litigation or describe status of open litigation.

## **B. Experience as Sole Provider**

The Proposer must demonstrate its experience as a sole provider of paramedic emergency ambulance services for a specified area comparable in size and population to the Exclusive Operating Area defined in this RFP. A population greater than 300,000 in a service area is acceptable as a comparable service area. Documentation shall include:

### **1. Demonstrate Capability in Lieu of Experience**

If the Proposer does not have direct comparable experience in being the sole provider of paramedic emergency ambulance service, the Proposer must document in detail how it intends to fulfill its obligations specified in this RFP. This may be done by providing a comprehensive deployment plan identifying the ambulance locations, unit-hour distribution, and procedures from redeploying resources based on demand. Alternatively, the Proposer may delineate personnel who have such experience and that these individuals will be actively and directly involved in the delivery of services in the EOA.

### **2. Comparable experience**

The Proposer must document the areas in which it has provided comparable services (as described above) in the past five (5) years, the locations of these services, population, description of services and a jurisdictional contact. This documentation shall include a letter from a government official confirming the ability to provide exclusive emergency paramedic ALS ambulance service and the length of time such services have been provided. Proposer shall document that it currently provides comparable services for a minimum of three (3) consecutive years. Letters and documentation of sole provider status are limited to three jurisdictions.

### **3. Government contracts**

The Proposer shall provide a list of exclusive service area emergency ambulance service contracts completed or ongoing during the last five (5) years including the term or date of termination of the agreement, the services provided, the dollar amount of the agreement and the contracting entity.

### **4. Contract Compliance**

The Proposer shall detail any occurrence of its failure or refusal to complete a contract with a governmental entity for which the Proposer was providing emergency ambulance services. This shall specifically state whether the Proposer or affiliated organization was found in material breach of the contract and the reasons why the contract was terminated. If the Proposer has been found in material breach of a governmental contract or if the Proposer “walked away” from its obligations

under a governmental contract within the last five (5) years, the Proposal may be rejected as not complying with Minimum Qualifications.

### **C. Demonstrated Response Time Performance**

The Proposer must provide documentation of its demonstrated ability to meet response time requirements similar to those required in this RFP.

Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create the reports may also be submitted.

If the Proposing organization does not have mandated response times in its exclusive emergency ambulance service area, the Proposer must submit adequate documentation of plans, procedures, and deployment strategies to demonstrate the organization has the knowledge and expertise to comply with mandated response times.

### **D. Demonstrated High Level Clinical Care**

The Proposer must provide documentation of its demonstrated ability to provide high-level clinical care.

Documentation may include descriptions of clinical sophistication and high levels of performance in systems in which it operates. The organization should describe how it ensures consistent, high-quality clinical care and how it is able to verify and document its clinical competency and performance improvement activities. This should include clinical protocol compliance, skills verification, training methodology and minimum commitments per provider including systematic assessment of EMS core performance metrics and clinical guidelines as defined by the Local EMS Agency<sup>2</sup>, California EMS Authority<sup>3</sup> and National Association of EMS Officials.<sup>4</sup>

---

<sup>2</sup> <http://cchealth.org/ems/quality.php>

<sup>3</sup> <http://www.emsa.ca.gov/CEMSIS>

<sup>4</sup> <http://www.nasemso.org/>



## **SECTION IV. CORE REQUIREMENTS**

### **A. Two Service Plans are to be Addressed**

This RFP includes two separate Service Plans – Plan A and Plan B. Plan A includes minimal changes to the current EMS System and Plan B incorporates most of the recommendations found in the EMS Modernization Report. The separate requirements of the Service Plans are noted in this Section, Core Requirements, and in the Competitive Criteria, and in the Pricing and Financial sections.

The Proposer must respond to and complete all attestations and requirements for each Plan. The County will make the determination of which Plan will be used by the EMS System after the selection of the highest scoring Proposal.

Each of the elements of the separate Plans are highlighted by using differing font colors in this document to facilitate the Proposers' responses.

- Plan A will be highlighted in "PURPLE"
- Plan B will be highlighted in "GREEN"

### **B. Contractor's Functional Responsibilities**

Contractor shall provide all emergency ambulance services originating in the EOA. Emergency Ambulance Services are defined as all requests for an immediate paramedic ambulance response from 9-1-1, radio communications, other phone numbers, observation, or any other source within the EOA. Such Emergency Ambulance Services shall be provided in accordance with the requirements of State Health and Safety Code Sections 1797 et seq., Division 48 and of the Contra Costa County Ordinance 83-28, and all regulations promulgated there under including any amendments or revisions thereof. In performing services under the Agreement, Contractor shall work cooperatively with the LEMSA and its EMS Director as the contract administrator (Contract Administrator). All references to the Contract Administrator herein shall be construed to also include the EMS Director and/or any other LEMSA employee or representative that the EMS Director may designate.

#### **1. Basic Services**

In consideration of the LEMSA's referral to Contractor of Ambulance Service requests originating in the EOA, Contractor shall perform the following services to the complete satisfaction of LEMSA:

- a) Contractor shall provide continuous, around-the-clock, emergency ambulance services, without interruption throughout the term of the Agreement.
- b) Contractor shall provide emergency ambulance services without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
- c) The Proposal will be retained and incorporated into the Agreement by reference, except that in the case of any conflicting provisions, the provisions contained in the Agreement shall prevail.

- d) Contractor shall participate in pilot or research programs that the EMS Medical Director (defined below) and Contract Administrator may authorize from time to time. The Contract Administrator may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the EMS Medical Director. Contractor agrees that Contractor's participation in the pilot projects shall entail no additional cost to the County or the LEMSA. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described in the Agreement.

## **2. Services Description**

Contractor shall be responsible for furnishing all emergency ambulance services for all residents and other persons physically present in the EOA. Such emergency ambulance services shall be provided at the paramedic level.

Contractor shall be the sole ground ambulance organization authorized by the LEMSA in the awarded service area covered under this RFP to provide Emergency Ambulance Services and ALS interfacility ambulance services. All requests for EMS originating in the County and processed through the County designated medical communication centers will be referred to Contractor or its subcontractor, as provided herein. Contractor may subcontract services only as provided herein and with the prior written approval of the LEMSA director.

## **C. Clinical**

### **1. Clinical Overview**

The LEMSA's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and are generally consistent with the direction provided in the National Highway Traffic Safety document, *The EMS Agenda for the Future*, and the core recommendations of the *Institute for Medicine report on EMS: Emergency Medical Services: At the Crossroads*,<sup>5</sup> and the *ACEP Strategy for a National EMS Culture of Safety*.<sup>6</sup>

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced and disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.<sup>78</sup>

---

<sup>5</sup> National Highway Traffic Safety Administration. (1996). *Emergency Medical Services Agenda for the Future*. Washington, DC: United States Department of Transportation.

Institute of Medicine. (2006). *Emergency medical services: At the crossroads*. Washington, DC: National Academies of Science.

<sup>6</sup> <http://www.emscultureofsafety.org/wp-content/uploads/2013/10/Strategy-for-a-National-EMS-Culture-of-Safety-10-03-13.pdf>

<sup>7</sup> Institute of Medicine. (2001). *Crossing the Quality Chasm: A new Health System for the 21st Century*. Washington, DC: National Academies of Science.

## **2. EMS System Medical Oversight**

The LEMSA shall furnish medical control services, including the services of a system EMS Medical Director (EMS Medical Director) for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians). The LEMSA's EMS Medical Director does not relieve the Contractor from employing its own medical director as mandated by state and LEMSA requirements.

### **a) Medical Protocols**

Contractor shall comply with medical protocols and administrative policies established by the LEMSA, as well as other requirements and standards established by the EMS Medical Director.

Contractor shall document compliance with system of care operational and medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel).

Medical protocols shall be reviewed and updated by the LEMSA on a periodic basis with input from system participants. Current Medical Protocols are available at the LEMSA website.

### **b) Direct Interaction with Medical Control**

Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's medical leadership (EMS Medical Director, base hospital physicians and LEMSA clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential.

### **c) Medical Review/Audits**

The Contractor is required to participate in LEMSA's continuous quality improvement (CQI) program. The goal of the patient safety and medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of trends, system variation and random sampling of patient contacts provides mechanisms to measure the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process and outcome measures in monitoring and improving care. It is the Contractor's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

As part of LEMSA CQI processes or incident investigation, the EMS Medical Director may require that any employee of the Contractor attend a medical audit when deemed necessary.

---

<sup>8</sup> Institute of Healthcare Improvement Open School as we are a member organization  
<http://www.ihl.org/education/IHIOpenSchool/Courses/Pages/OSInTheCurriculum.aspx#California>

Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

### **3. Minimum Clinical Levels and Staffing Requirements**

#### **a) Ambulance Staffing Requirements**

All Ambulances rendering Emergency Ambulance Services under the Agreement shall be staffed and equipped to render paramedic level care and transport with a minimum of one (1) state licensed and locally accredited Paramedic and one (1) California certified EMT to respond to requests from the County designated PSAPs. The paramedic shall be the caregiver with ultimate responsibility for all patients.

An "Emergency Ambulance" is defined as a transport ambulance responding to requests for emergency medical services staffed with at least one paramedic and one EMT.

#### **b) Personnel Licensure and Certification and Training Requirements**

All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and credentialed, as appropriate, to practice in Contra Costa County. Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under this Agreement. LEMSAs certification/licensure requirements may be downloaded from the LEMSAs website. At a minimum, the Contractor shall ensure that ambulance personnel receive in addition to the required training defined in State and LEMSAs policies, the following training and/or certifications.

##### **(1) Required Trauma Training**

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in PreHospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire or execution of the Agreement.

##### **(2) Required Pediatric Training and Performance**

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in pediatric Education for Prehospital Personnel (PEPP) or Pediatric Advanced Life Support (PALS). All paramedics shall be required by Contractor to complete training within six (6) months of hire. Contractor shall retain on file at all times, copies of the

current training documentation and valid certifications of all PEPP or PALS qualified paramedics performing services under this Agreement.

Contractor will supplement required PEPP or PALS training with annual infant and pediatric simulation training focused on early recognition and management of pre-arrest and other life threatening conditions.

Contractor will require all field personnel to review prehospital procedures for Safely Surrendered Baby Program.

**(3) Required Institute of Healthcare Improvement (IHI) Certificate of Patient Safety, Quality and Leadership**

Contractor Quality, Clinical and Supervisory personnel shall complete an IHI Open School online certificate in Patient Safety, ~~Quality~~ Quality and Leadership within 18 months of hire. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications for specified personnel under this Agreement.

**(4) Company and EMS System Orientation and On-Going Preparedness**

Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospitals, receiving hospitals, and County communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, cultural awareness, performance improvement and the billing and reimbursement process.

**(5) Preparation for Multi-casualty Incident**

Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the Contra Costa Multi-Casualty Incident Plan, which is on file at the LEMSA, and prepare them to function in the medical portion of the Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

**(6) Required Assaultive Behavior Management Training**

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.

**(7) Driver Training**

Contractor shall maintain an on-going driver-training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the LEMSA initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

**(8) Infection Control**

Contractor shall create a culture focused on infection prevention that focuses on aggressive hygiene practices; personal protective equipment and competency-based training in donning and doffing PPE (e.g. eye protection, gloves, etc). The Contractor shall develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure.

Contractor will comply with county local infectious disease reporting program and strictly enforce policies for infection prevention and control. These policies shall conform to all Federal, State and local statutes, directives and guidelines including, but not limited to, CALOSHA and the CDC. It is the county expectation that the Contractor will adopt procedures that meet or exceed all requirements for dealing with these matters.

**(9) Critical Incident Stress Management**

Contractor shall establish a repetitive stress and critical incident stress action plan. Included shall be an ongoing stress reduction program for its employees and access to trained and experienced professional counselors. Plans for these programs shall be submitted to the Contract Administrator for approval.

**(10) Homeland Security**

Contractor and Contractor's employees shall participate in and receive training in Incident Command System (ICS) and Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.

**(11) HIPAA Compliance**

Contractor shall provide initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services.

**(12) Compliance**

Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for

Ambulance Suppliers.<sup>9</sup> This training is one component of the Compliance Plan required of the Contractor.

Proposer shall describe how it intends to comply with the above training and certification requirements. The Proposer will delineate how these programs will be provided, by whom, where, and other information to help the LEMSA understand the Proposer's commitment to meet these Core Requirements.

## D. Operations

### 1. Operations Overview

The performance specifications set forth in this RFP encourage continuous improvements in the level of service provided in Contra Costa County. The RFP provides clarification of expectations and accountability. The following provisions define these expectations, core requirements, and activities required of the Contractor.

#### a) Emergency Response Zones

The Emergency Response Zones (ERZ) are separately delineated areas, which have two levels of ambulance call density. The call density designations are defined as high density/urban-suburban and low density/rural. The call density designations within the ERZ are distinguished by response times. The Call Density area designations of the ERZ are included in Appendix 6.

As previously described, the current system utilizes five (5) ERZ, A through E. The two Plans to be addressed in the response to this RFP have four (4) ERZ in Plan A, and three (3) ERZ for Plan B.

Under Plan A, the Designated EOA is divided into four (4) Emergency Response Zones (ERZ's) for calculation of ambulance response times and penalties. The zones, shown in Appendix 3, are:

- Zone A – City of Richmond
- Zone B—West County, not including the City of Richmond (Cities of El Cerrito, San Pablo, Kensington, Rodeo, Hercules, and Pinole and surrounding unincorporated areas, including areas served by Rodeo-Hercules Fire and Crockett-Carquinez Fire)
- Zone C—Central County (Cities of Clayton, Concord, Lafayette, Martinez, Pleasant Hill, and Walnut Creek and surrounding unincorporated areas served by Contra Costa County Fire)
- Zone D—East County (Cities of Antioch and Pittsburg and surrounding unincorporated area served by Contra Costa County Fire, Cities of Brentwood and Oakley and unincorporated areas served by East Contra Costa County Fire)

---

<sup>9</sup> Federal Register / Vol. 68, No. 56 / Monday, March 24, 2003

Under Plan B, the Designated EOA is divided into three (3) Emergency Response Zones (ERZ's) for calculation of ambulance response times and penalties. The zones, shown in Appendix 3, are:

- Zone A—West County (Cities of Richmond, El Cerrito, San Pablo, Kensington, Rodeo, Hercules, and Pinole and surrounding unincorporated areas, including areas served by Rodeo-Hercules Fire and Crockett-Carquinez Fire)
- Zone B—Central County (Cities of Clayton, Concord, Lafayette, Martinez, Pleasant Hill, and Walnut Creek and surrounding unincorporated areas served by Contra Costa County Fire)
- Zone C—East County (Cities of Antioch and Pittsburg and surrounding unincorporated area served by Contra Costa County Fire, Cities of Brentwood and Oakley and unincorporated areas served by East Contra Costa County Fire)

**b) All Emergency and Non-emergency ALS Ambulance Calls**

The RFP is to result in a contract assigning an exclusive operating area provider for all Emergency Ambulance Requests originating within the EOA and received through the 9-1-1 system as well as those emergency calls received through means other than 9-1-1. The RFP also includes ALS interfacility transports originating in Contra Costa County.

**c) Primary Response to Isolated Peripheral Areas of the EOA**

While the Contractor has the exclusive right to all emergency calls originating in the EOA, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, LEMSA requires the Contractor to make a good faith effort to execute a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction. The LEMSA will approve an appropriately structured agreement to use the closer ambulances.~~In the interest of getting the quickest ambulance to the patient, LEMSA will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction.~~

**d) Substantial Penalty Provisions for Failure to Respond**

The Contractor is to deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches. In the event the Contractor does not respond with an ambulance to an emergency medical call, the penalty assessed is substantial, beginning at \$10,000 per incident. These are rare and isolated events that may never occur and should not be confused with late or outlier responses. Examples of Failure to Respond include the failure of dispatch to notify a crew to respond to a request for ambulance services, failure of a crew to respond to a request from dispatch, and diversion of an ambulance crew to another call without reassigning and sending an ambulance to the initial request.



## **2. Transport Requirement and Limitations**

As outlined in greater detail in other sections, Contractor has an obligation to respond to all emergency medical requests in the County and provide ambulance transport. However, there are limitations and flexibilities as described herein.

### **a) Destinations**

Contractor shall be required to transport patients from all areas of the County, in accordance with the LEMSAs Medical Control Destination Protocols included in LEMSAs policy manual.

### **b) Prohibition against Influencing Destination Decisions**

Contractor personnel are prohibited from attempting to influence a patients destination selection other than as outlined in the destination policy.

## **3. Response Time Performance Requirements**

“Response times,” as defined in Section IV.D.5 below (Response Time Measurement Methodology), are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, the LEMSAs will not limit Contractors flexibility in the methods of providing ambulance service. This is based upon Contractors commitment to conform to the Response Time standards set forth below (the Response Time Standards). Therefore, an error on Contractors part in one phase of its operation (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractors performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of Contractors total operation and therefore, is solely Contractors responsibility. Response Times shall be measured in minutes and integer seconds, and shall be “time stamped” by the medical dispatch center as to when the call is transferred to the Contractor and integrated with the time stamping of the Contractors computer aided dispatch system. The County and the LEMSAs will work with the Contractor to assure that the Contractors dispatch clocks can be synchronized to the medical communications center dispatch CADs.

### **a) Description of Call Classification**

These Specifications outline four (4) priorities with which Contractor must comply by meeting specified Response Times. The call classification as Emergency or Non-Emergency and as Priority 1 through 3 is accomplished by presumptive prioritization in accordance with the then current Emergency Medical Dispatching protocols as approved by the LEMSAs. The fourth priority includes ALS non-emergency interfacility transfers originating within the EOA.

### **b) Response Time Performance Requirements**

The two areas -- designated as high call density (A) and low call density (B) -- will be used for Response Time monitoring, reporting, and compliance purposes. Contractors Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

**(1) Potentially Life Threatening Emergency Response (Priority 1)**

Priority 1 responses are defined by the dispatch protocols used by the County medical dispatch centers as approved by the EMS Medical Director.

Contractor shall place an Emergency Ambulance on the scene of each life-threatening emergency assignment as presumptively designated by the Contractor's dispatch center as Priority 1 within the specified Response Time for that ERZ and call density level on not less than 90 percent of all Priority 1 response requests.

The applicable Response Time performance requirements are specified in Tables 5 & 6

For every presumptively defined life-threatening emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

**(2) Non-Life Threatening Emergency Response (Priority 2)**

Priority 2 responses are defined by the dispatch protocols used by the County medical dispatch centers as approved by the EMS Medical Director.

Contractor shall place an Emergency Ambulance on the scene of each non-life threatening emergency assignment as presumptively designated by the Contractor's dispatch center as Priority 2 within the specified Response Time for that ERZ and call density level on not less than 90 percent of all Priority 2 response requests as measured within any consecutive 30-day period.

The applicable Response Time performance requirements are specified in Tables 5 & 6.

**(3) Non Emergency Response (Priority 3)**

Priority 3 responses are defined by the dispatch protocols used by the County medical dispatch centers as approved by the EMS Medical Director.

Contractor shall place an emergency Ambulance on the scene of each non-emergency assignment as presumptively designated by the Contractor's dispatch center as Priority 3 within the specified Response Time for that ERZ and call density level on not less than 90 percent of all Priority 3 response requests as measured within any consecutive 30-day period.

The applicable Response Time performance requirements are specified in Tables 5 & 6

**(4) Interfacility ALS Non-emergency Transports (Priority 4)**

Priority 4 requests for ambulance service are defined as non-emergency transports at the ALS level of service.

Contractor shall place an ALS ambulance on the scene of at least 90 percent of all Priority 4 scheduled ambulance requests within fifteen minutes zero seconds (15:00) of the scheduled time. This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than three hours from the time the call is received in the Contractor's Dispatch Center.

If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level requests.

If a request for non-emergency transportation is received without a three-hour notice the Response Time requirement will be arrival of the ambulance at the patient location within 60 minutes of the time of the request.

**c) Summary of Response Time Requirements**

Tables 5 & 6 summarize the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ, density level, and priority.

**Table 5. Response Time Compliance Requirements for Plan A**  
All Contra Costa County Emergency Response Zones

Priority Level	ERZ	Compliance	High Call Density Urban/Suburban	Low Call Density Rural
Priority 1	A	90%	≤ 10:00	N/A
Priority 1	B, C, D	90%	≤ 11:45	≤ 20:00
Priority 1	D (Bethel Island)	90%	≤ 16:45	≤ 20:00
Priority 2	A, B, C, D	90%	≤ 15:00	≤ 30:00
Priority 3	A, B, C, D	90%	≤ 30:00	≤ 45:00
Priority 4	A, B, C, D	90%	+/- 15 minutes (scheduled) or ≤ 60:00 minutes	N/A

**Table 6. Response Time Compliance Requirements for Plan B**  
All Contra Costa County Emergency Response Zones

Priority Level	ERZ	Compliance	High Call Density Urban/Suburban	Low Call Density Rural
Priority 1	A, B, C	90%	≤ 12:45	≤ 20:00
Priority 2	A, B, C	90%	≤ 15:00	≤ 30:00
Priority 3	A, B, C	90%	≤ 30:00	≤ 45:00
Priority 4	A, B, C	90%	+/- 15 minutes (scheduled) or ≤ 60:00 minutes	N/A

#### **4. Modifications During the Term of Agreement**

The County is planning improvements to medical dispatch during the term of the Agreement. It is expected that more specific prioritization of calls will be implemented (i.e. MPDS). At that time response time requirements will be modified.

The LEMSA also recognizes that continuing research is being completed related to the continuum of care for medical events, including the relevance of time intervals. The LEMSA will work with the Contractor to modify response time requirements based on benefits derived by the system's patients.

Also, call density changes will occur which may expand areas that are categorized as Low Call Density necessitating changes to assign these areas the High Call Density designation.

In summary, it is expected that changes to the Response Time Requirements, ERZs, and Call Density designations will be evaluated and implemented during the term of the Agreement.

#### **5. Response Time Measurement Methodology**

Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Tables 5 & 6 above. At the end of each calendar month, a date within the last 15 days of the month will be randomly selected. This date will represent the end date of the 30-day compliance measurement period.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

##### **a) Call Receipt**

The Contractors' Response Time clock begins at "Call Receipt" which is defined as when the communications center that directly dispatches the ambulances receives adequate information to identify the location of the call and the priority level, or 30 seconds of receipt, whichever is less.

##### **b) At Scene**

"At Scene" time means the moment the first Emergency Ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Dispatch that it is fully stopped. Only the arrival of a transport capable ambulance shall constitute "At Scene." This does not include a supervisory or other non-transport capable unit. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

##### **c) Response Time**

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or the time it is cancelled by a public safety agency.

**d) Failure to Report at Scene Time**

In instances when ambulance crews fail to report “At Scene,” the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, Contractor may document the actual arrival time through other means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

**e) Calculating Upgrades, Downgrades, Reassignments and Canceled Responses**

From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

**(1) Upgrades**

If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 1), Contractor’s compliance and penalties will be calculated based on the shorter of:

- a) Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or
- b) The lower priority Response Time Standard

For example, a call is initially dispatched as a Priority 3 (non-emergency) and it is upgraded to a Priority 2 (non-life threatening emergency). The applicable response time requirement will be shorter of the Priority 3 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade plus the Priority 2 Response Time.

**(2) Downgrades**

If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 1 to Priority 2), Contractor’s compliance and penalties will be determined by:

- a) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or
- b) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of the LEMSA, the longer standard will apply.

**(3) Reassignment en route**

If an Emergency Ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted.

**(4) Canceled Calls**

If an assignment is cancelled prior to arrival on the scene by the emergency ambulance, Contractor's compliance and penalties will be calculated based on the elapsed time from Call Receipt to the time the call was canceled.

**f) Response Times outside EOA are Excluded**

Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the EOA. Responses to requests for service outside the EOA will not be counted in the total number of calls used to determine compliance.

**g) Each Incident a Separate Response**

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

**h) Response Time Compliance for Individual Emergency Response Zones**

Response time requirements for the Emergency Response Zones shall be reported and utilized for compliance purposes. Specifically, all responses in each ERZ for each priority level are calculated. These calculations will be used for determination of any penalties.

**i) Equity in Response Times throughout the County**

The LEMSA recognizes that equity in Response Times is largely based upon call and population densities within the service area. In developing Response Time Standards, the LEMSA has established two (2) call density designations, low and high-density.

The LEMSA may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the low call density zones become equal to or greater than the call density to the adjacent high call density zone, then that area will be considered for reclassification for Response Time compliance. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the density designations.

The LEMSA reserves the right to look at any area of the EOA to identify if there are pockets of poor Response Time performance and refer such findings to the Contractor for mitigation.

**6. Response Time Exceptions and Exception Requests**

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Times Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request for Emergency Ambulance Services shall be included except as follows:

**a) Multi-casualty Disaster**

The Response Time requirements may be suspended at the sole discretion of the LEMSA during a declared multi-casualty incident, medical advisory or disaster in Contra Costa

County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by the LEMSA.

**b) Good Cause**

The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to: incorrect or inaccurate dispatch information received from the PSAP or calling party; disrupted voice or data radio transmission (not due to Contractor equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls or off-road locations.

Remote calls are defined when the patients' locations are greater than ten (10) road miles from the nearest boundary of the high-density area.

Extended delays at hospitals for transferring patients to receiving facility personnel may be considered as potential good cause exceptions at the sole discretion of the LEMSA.

Equipment failure, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

Contractor is expected to mitigate all and any delays associated with potential or actual work actions without interrupting EMS System Service delivery.

**c) Exception Request Procedure**

It is the Contractor's responsibility to apply to the LEMSA for an exception to a required Response Time.

If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to the LEMSA and request that the LEMSA exclude these runs from calculations and late penalties. Any such request must be submitted via the method specified by the LEMSA and received by the Contract Administrator within 10 calendar days of the completion of the response. A request for an exception received after the 10 days will not be considered. The Contract Administrator or designees will review each exception request and make a decision for approval or denial.

At the sole discretion of the LEMSA, calls with extended Chute Times (the time interval from Dispatch to ambulance En Route) of more than two (2) minutes may be excluded from consideration as Exceptions. All decisions by the Contract Administrator shall be considered final.

## **7. Response-time Performance Reporting Procedures and Penalty Provisions**

### **a) Response Time Performance Reporting Requirements**

#### **(1) Documentation of Incident Time Intervals**

The Contractor shall document all times necessary to determine total ambulance Response Time including, but not limited to, time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report Form (PCR) and in Contractor's computer aided dispatch system. The Contractor will provide an interface with the computer aided dispatch database and Electronic Patient Care Report Form (EPCR) database for the LEMSA to extract and corroborate Response Time performance. Contractor may not make changes to times entered into the CAD after the event. Only LEMSA personnel may make changes to times within the computer. The contractor may request such changes from the LEMSA when errors or omissions are discovered. The LEMSA has sole discretion whether changes to times are acceptable.

#### **(2) Response Time Performance Report**

Within 10 business days following the end of each month, the Contractor's dispatch center shall document and report to the LEMSA and the County, in a manner required by the LEMSA, information as specified in Section IV.D.

- a) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
- b) Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.
- c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

### **b) Penalty Provisions**

Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance under the Agreement. However, severe or chronic



deviations of Response Time compliance may constitute a default of the Agreement as defined below.

**(1) Penalty for Failure to Report On-scene Time**

Contractor shall pay LEMSA a \$250 penalty each time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

**(2) Penalty for Failure to Comply with Response Time Requirements**

Contractor shall pay LEMSA a penalty each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for all responses in the categories represented in Table 7 below.

Failure of the Contractor to achieve at least 88% Response Time compliance in each of the ERZ for Emergency Ambulance requests will require that the Contractor submit and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with Response Times.

**Table 7. County Response Time Penalties**

***Emergency Ambulance Requests - Priority 1 Responses for each of the ERZ***

Compliance %	Penalty
≥ 89% < 90%	\$15,000
≥ 88% < 89%	\$25,000
< 88%	\$50,000

***Emergency Ambulance Requests - Priority 2 Responses for each of the ERZ***

Compliance %	Penalty
≥ 89% < 90%	\$5,000
≥ 88% < 89%	\$10,000
< 88%	\$15,000

***Emergency Ambulance Requests - Priority 3 Responses for each of the ERZ***

Compliance %	Penalty
≥ 89% < 90%	\$2,500
≥ 88% < 89%	\$5,000
< 88%	\$7,500

***Non-Emergency ALS Interfacility Transports - Priority 4 Responses for entire EOA***

Compliance %	Penalty
≥ 89% < 90%	\$4,000
≥ 88% < 89%	\$6,000
< 88%	\$7,500

**(3) Repetitive Non-Compliance**

Penalties are based on measurement of response time performance for all responses within the EOA and each ERZ and grouped by priority level. The different density areas within each ERZ will be grouped for compliance measurement. Priority 4 responses (non-emergency ALS) will be reported for compliance measurement for the entire EOA and not included with the priority levels in each ERZ.

The Contractor is required to report performance for each priority level in each ERZ and in the designated ambulance zones. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances on non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to LEMSA within 30 days of being notified of repetitive non-compliance by LEMSA. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement.

Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.

**(4) Penalties for Outlier Responses**

An "Outlier" Response Time is defined as a Response Time that is excessive for the category, such that it represents a potential threat to health and safety (Outlier). A penalty shall be imposed for any call for which the actual Response Time equals or exceeds the applicable "Outlier Response Time" set forth in Table 8. Penalties shall be based on ERZ and the Priority level assigned to the call.

The outlier penalty is in addition to a penalty assessed for failure to meet the Response Time compliance requirements.

**Table 8. Outlier Response Time Penalties**

Priority Level	Outlier Response Times		Penalty per Outlier
	High Call Density	Low Call Density	
Priority 1	>18:59	>29:59	\$1,500
Priority 2	>22:59	>44:59	\$1,000
Priority 3	>29:59	>59:59	\$750
Priority 4	>29:59 late for scheduled		\$500

	>89:59 for non-scheduled		
--	--------------------------	--	--

**(5) Additional Penalty Provisions**

The LEMSA may impose financial penalties for minor or major breaches of the Agreement. For example, the Agreement will include penalties relating to the failure to provide reports and information to the LEMSA by specified due dates, failing to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport. LEMSA may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in the following Table 9. The following specific penalties shall be included in the Agreement:

**Table 9. Breach Events and Penalties**

Breach Event	Criteria	Penalty
<b>Failure to provide timely operational reports</b>	Operational and Response Time reports are due on a specific date after end of month	<b>\$50 per report per day received after specified due date</b>
<b>Failure to leave completed PCR at receiving facility</b>	100 percent of the LEMSA approved Interim Patient Care Report (an abbreviated patient care report) will be left at the receiving facility prior to departure of the ambulance crew. 100 percent of the completed PCRs will be provided to receiving facility within 24 hours	<b>\$50 for every instance when the Interim Patient Care Report at a minimum, is not left at the receiving facility prior to crew departure. A penalty of \$100 for every completed PCR not provided to the facility within 24 hours of patient delivery.</b>
<b>Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit</b>	All 9-1-1/emergency calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit as defined by the LEMSA	<b>\$1,000 for every incident in which a BLS ambulance responds and transports a patient that requires ALS care according LEMSA policies.</b>
<b>Failure to provide timely quality improvement data and reports</b>	Quality improvement and clinical data and reports are due on specific dates	<b>\$50 per report or data submission per day received after specified due date</b>
<b>Failure to provide timely unusual occurrence reports and investigation updates</b>	Unusual occurrence reports and updates on investigations of those events are due within a specific time from date of the occurrence as defined in LEMSA policies and procedures	<b>\$100 per report per day received after the specified time frame from the date of the occurrence</b>
<b>Failure to respond to an emergency request for an Emergency Ambulance</b>	The contractor shall respond to all official Emergency Ambulance Service requests within the EOA. Failure to respond is defined by the Contractor not sending an ambulance en route to an emergency request.	<b>The LEMSA shall impose a minimum fine of \$10,000 for each failure to respond to an official Emergency Ambulance request by the Contractor. Failure to respond will be defined as any call originating within the EOA for which the Contractor fails to dispatch and no ambulance responds. Prior to imposition of this penalty, LEMSA will conduct an investigation of the incident</b>
<b>Improper certification</b>	Staffing an ambulance with improperly certified personnel	<b>\$250 per call responded to by improperly certified employee</b>

Failure to comply with Against Medical Advice (AMA) protocol	Field personnel fails to comply with defined LEMSA policy and procedure for AMA	\$500 per AMA documentation and protocol failure.
--	---	--

**(6) Penalty Disputes**

Contractor may appeal to the LEMSA in writing within 10 business days of receipt of notification of the imposition of any penalty or regarding LEMSA's penalty calculations. The Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty.

**8. Fleet Requirement**

The Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent at least 120% of the peak staffing level. For example, if the Contractor's peak number of ambulances is twenty-seven (27), then the Contractor is to maintain a fleet of at least 33 ambulances ( $27 \times 120\% = 32.4$  rounded to 33). If a fraction is derived when multiplying the peak number of units by 120%, the number will be rounded up to the next whole integer. (i.e. 32.4 would be rounded to 33).

**9. Coverage and Dedicated Ambulances, Use of Stations/Posts**

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. The LEMSA neither accepts nor rejects Proposer's level of effort estimates; rather the LEMSA accepts the Proposer's commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required by the terms of the Agreement as outlined in these specifications.

Contractor shall deploy ambulance resources in a manner consistent with this goal.

**E. Personnel**

**1. Treatment of Incumbent Work Force**

A number of dedicated highly trained personnel are currently working in the Contra Costa County EMS system. In the event the Contractor turns out to be other than the incumbent provider, every effort must be made to ensure a smooth transition and to encourage current EMS personnel to remain with the system. To that end, in the event of a change in providers, all current qualified ambulance employees working within Contra Costa County (other than owners and executive management) are to be considered for preferential hiring by any new Contractor. A new Contractor is expected to offer qualified non-supervisory employees (EMTs and paramedics) employment in substantially similar positions. Supervisory and mid-management personnel should also be considered by the Contractor for employment in order to retain continuity within the system and a career path for the committed workforce. A new Contractor will consider current employee scheduling and make reasonable efforts to transition its new employees to its organization as smoothly as possible. While a plan for the transition of EMTs and paramedics is an element of this

RFP, Proposers are encouraged to exceed the minimum requirements and provide the strongest plan possible for retention of the incumbent workforce, and additional points will be awarded for plans which exceed the minimum requirements.

Employment stability within the EMS system is an important concern of incumbent employees, Contra Costa County, and the LEMSA. Incumbent personnel hired will retain "seniority status" earned while working full-time in the Contra Costa County EMS system.

Contractor will provide full time employees with a wage and benefit program comparable to the employees' current program. If an incumbent provider is successful, it agrees to maintain, at a minimum, current salary and benefit levels for personnel and consistent with offerings included in its proposal.

The LEMSA expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation and scheduling methods. Contractor's economic efficiencies are not to be derived from the use of sub-standard compensation. The system in no way intends to restrict the ingenuity of Contractor and its employees from working out new and creative compensation (salary and benefits) programs. The system's goal is simply to ensure that Contractor initially and throughout the term of the Agreement provides a financial benefit to encourage employee retention and recruitment for the system.

Proposer shall **describe** how it intends to maintain continuity of service in the system by employing current personnel and efforts to retain personnel through the term of the Agreement. If the Proposer is the current provider, it shall describe how it intends to retain personnel through the term of the new Agreement.

## **2. Character, Competence and Professionalism of Personnel**

The parties understand that Ambulance services are often rendered in the context of stressful situations. The LEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with the State of California requirements. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of serious offenses.

## **3. Internal Health and Safety Programs**

The Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver-training, safety and risk management training. The County requires Contractor to have in place, prior to assumption of EMS duties, an aggressive and effective health, safety and loss mitigation program.

The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall comply with CALOSHA and EMSA #216 and shall include appropriate head, respiratory and flesh protection for employees. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

#### **4. Evolving OSHA & Other Regulatory Requirements**

It is anticipated, during the term of the Agreement that certain regulatory requirements for occupational safety and health including, but not limited to, infection prevention and control, blood-borne and respiratory pathogens and hazardous materials, may be increased. It is the LEMSA's expectation that Contractor will adopt procedures that meet or perform better than all requirements for dealing with these matters.

Contractor shall make available at no cost to its employees all currently recommended immunizations and health screening to its high-risk personnel.

#### **5. Discrimination Not Allowed**

During the performance of the Agreement, Contractor agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations prohibiting discrimination. Without limiting this, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all other regulations promulgated there under. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, or age. Such action shall include, but is not limited to, the following: employment-upgrade, demotion, transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

### **F. Management**

#### **1. Data and Reporting Requirements**

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, the LEMSA will require Contractor to provide detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis.

##### **a) Dispatch Computer**

The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. The LEMSA will be provided access to all data maintained by the Computer Aided Dispatch (CAD) system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to allow the LEMSA, at Contractor's expense, to install an interface with

the CAD to collect and monitor computer-aided dispatch information and patient care reports and provide access to the LEMSA to voice recording systems.

The Contractor in conjunction with the LEMSA shall establish procedures to automate the monthly reporting requirements and to develop situational status reports that provide alerts when system status falls outside expected parameters.

The interface made available to the LEMSA shall provide real-time monitoring of the Contractor's CAD screens and at a minimum provide the location and status of active ambulance calls, pending calls, location and status of ambulances and crews.

**b) Essential Patient Care Record and Assignment Data**

Contractor shall utilize an electronic patient care record system (PCR) that is HL7 compatible, NEMSIS 3 and CEMSIS compliant, meets the requirements of the state EMSA and is approved by the LEMSA for patient documentation on all EMS system responses including patient contacts, canceled calls, interfacility, and non-transports. The PCR shall be accurately completed to include all information required by and established in Title 22, Division 9, Chapter 4, Article 8, Section 100171 and information shall be distributed according to established County EMS Policies and Procedures. The Contractor shall leave interim and final copies of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with LEMSA policy.

The Contractor shall develop and implement a PCR monitoring process to identify when the Interim and Final PCRs are provided to the receiving facilities. The results of the PCR delivery performance will be reported to the LEMSA monthly.

The Contractor will support Health Information Exchange (HIE) with hospital medical record information systems and create a process for hospitals to view PCRs as soon as they are available.

Within 24 hours, Contractor shall provide access for the Contract Administrator and receiving hospitals to final patient care records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, interfacility, and non-transports.

**c) Records**

Contractor shall complete, maintain, and provide to the LEMSA, the ability to view online via a secure portal as requested, adequate records and documentation to demonstrate its performance compliance and aid LEMSA in improving, modifying, and monitoring the EMS system.

**d) Monthly Reports Required**

Contractor shall provide, within 10 business days after the first of each calendar month, computer database data in an electronic format and reports pertaining to its performance

during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to Contract Administrator in writing in a form required by the Contract Administrator. Response time compliance and customer complaints/resolutions shall be reported monthly. Reports other than Response Time compliance and customer complaints/resolutions may be required less frequently than monthly. At the end of each calendar year, no later than November 30 of the proceeding year, LEMSA shall provide a list of required reports and their frequency and due dates to the Contractor.

Reports in a format approved by the LEMSA shall include, at a minimum:

**(1) Clinical**

- Continuing education compliance reports;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures; and
- Data analysis and details of calls supporting clinical and medical oversight of Trauma, STEMI, Stroke, and Cardiac Arrest and other system of care populations.
- Data analysis and details of calls that result in no-transport (Against Medical Advice)

**(2) Operational**

- Calls and transports, by priority for each Emergency Response Zone and density area;
- A list of each call, sorted by Emergency Response Zone, where there was a failure to properly record all times necessary to determine the Response Time;
- Documentation of all patients meeting trauma, STEMI, stroke, or cardiac arrest criteria including on-scene time and transport to hospital time;
- Documentation and data analysis of hospital off-load delays, including time unit arrived at facility and time patient care was transferred to receiving facility staff and duration of off-load delays;
- A list of mutual aid responses to and from system; and
- EMS transports to and from medical aircraft

**(3) Response Time Compliance**

- A list of each emergency call dispatched for which Contractor did not meet the Response Time standard for each Emergency Response Zone and an explanation of why the response was late;
- Canceled calls; and
- Exception reports and resolution.

**(4) Response Time Statistical Data**

Within 10 business days following the last day of each month, Contractor shall ensure that ambulance Response Time records are available to LEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests within the County. The records shall, at a minimum, include the following individual data elements:



- unit identifier
- location of call – street address
- location of call – city, town or unincorporated County
- location of call - longitude
- location of call - latitude
- location of call – Emergency Response Zone
- density area (urban/suburban or rural)
- nature of call (EMD Code)
- response code to scene
- time call received
- time call dispatched
- time unit en route
- time unit upgraded or downgraded
- time unit on-scene
- response code at arrival on scene (for upgrade or downgrade)
- time unit en route to hospital
- time unit at hospital
- time patient handoff to ED staff occurred
- time unit clear and available for next call
- outcome (dry run, transport)
- receiving hospital
- transport code to hospital
- system of care call type (i.e. cardiac arrest, trauma, STEMI, stroke)
- number of patients transported

**(5) Personnel Reports**

Contractor shall provide LEMSA annually with a list of paramedics, EMTs and dispatchers currently employed by Contractor and shall update that list monthly, as necessary.

Contractor shall immediately notify LEMSA when paramedic personnel are no longer employed as a paramedic.

Contractor shall report any termination or suspension for disciplinary cause, resignation or retirement in lieu of investigation and/or disciplinary action or removal from related duties due to disciplinary actions as required by Title 22, Division 9, Chapter 6, section 100208.1.

The personnel list shall include, at a minimum, the name, address, telephone number, California paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date, CPR expiration date, and California Driver's License number of each person on the list.

**(6) Community/Governmental Affairs Report**

- Monthly list of meetings with constituents and stakeholders (i.e. community engagement)
- Number of conducted community education events including location and hours and number of participants,
- Number of individuals taught CPR
- Number of CPR anytime kits and AEDs provided
- Public Relations (PR) activities, first responder recognition,
- Government relations contact report.

**(7) Electronic Access**

Contractor shall provide capability for LEMSA, at the Contractor's expense, to access all PCRs and provide a mechanism to create customized reports for LEMSA monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

**(8) Other Reports**

Contractor shall provide LEMSA with such other reports and records as may be reasonably required by the Contract Administrator.

## **G. EMS System and Community**

### **1. Participation in EMS System Development**

The LEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. LEMSA requires that its Contractor actively participate in EMS activities, committee meetings, and work groups. Contractor agrees to participate and assist in the development of system changes.

### **2. Accreditation**

Within 24 months following commencement of the term of the Agreement, the Contractor will attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization as approved by the LEMSA. The Contractor shall maintain its accreditation throughout the term of the Agreement. The LEMSA may levy a penalty of \$200 for each day that the Contractor is not accredited after the first 24 months whether due to failure to obtain accreditation or a lapse thereof.

### **3. Multi-casualty/Disaster Response**

Contractor shall cooperate with the LEMSA in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the LEMSA plans. Contractor must have detailed written plans and procedures to mitigate impacts to and ensure continuous internal operations during all potential emergencies, disasters or work actions (i.e. power failure, information systems failure, earthquake).

Contractor must have an emergency electrical power system available to provide power to its critical command, control, computer and communications systems in the event the normal electrical supply is interrupted. This system must be tested periodically per NFPA 110.

In the event the County declares a disaster within the County, the Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the designated emergency operations center (when activated) as a liaison upon request.

In the event the County declares a disaster within the County, or in the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the LEMSA and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to maintain primary Emergency services and may suspend non-emergency services upon notification on concurrence with the LEMSA.

At a multi-victim scene, Contractor's personnel shall perform in accordance with LEMSA multi-casualty incident response plan and within Incident Command System (ICS).

Contractor shall not release emergency ambulance assets to another jurisdiction without approval of the LEMSA.

During a disaster declared by the County, the LEMSA will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from response-time criteria. When Contractor is notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area of responsibility and shall resume all operations as required under the Agreement.

**a) Internal Disaster Response Notification**

Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

**b) Disaster Response Vehicle/Equipment**

Contractor shall maintain a county-controlled, state provided Disaster Medical Support Unit (DMSU). In the absence of a DMSU, the Contractor shall provide one vehicle as a disaster response vehicle. This vehicle shall not be an ambulance used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the scene. This vehicle may be used to carry personnel and equipment to a disaster site. The following equipment shall be stored in this disaster vehicle: backboards and straps; cervical collars; head immobilization sets and foam wedges; PPE, splints for legs and arms; oxygen equipment; extra dressing and bandages; advanced life support equipment, especially IV therapy equipment, County approved disaster tags, and checklists for medical Incident Command personnel

**c) Incident Notification**

Contractor shall have a mechanism in place to communicate current field information to appropriate LEMSA or County Health Services staff during multi-casualties, disaster response, hazardous materials incidents, and other unusual occurrences.

**d) Ambulance Strike Team**

Contractor shall be able to deploy an ALS ambulance strike team consistent with State Ambulance Strike Team Guidelines.

Contractor shall have staff members trained and certified as Ambulance Strike Team Leaders.

**e) Interagency Training for Exercises/Drills**

Contractor shall participate in LEMSA sanctioned exercises and disaster drills and other interagency training.

**4. Mutual-aid and Stand-by Services**

**a) Mutual Aid Requirements**

Contractor shall respond in a mutual aid capacity to other service areas outside of the EOA if so directed by Contract Administrator or in accordance with mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the EOA.

**b) Stand-by Service**

Contractor shall provide, at no charge to the LEMSA or requesting agency, stand-by services at the scene of an emergency incident within the EOA when directed by a County designated public safety dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be approved by Contract Administrator.

**5. Permitted Subcontracting**

The Contractor may contract with providers for ALS interfacility transports/transfers originating within the EOA. Contractor may also subcontract for management, administrative services, dispatch, and billing and collection activities. Such agreements must be approved by the LEMSA. The subcontracting ambulance entities must meet the LEMSA's minimum requirements for ALS ambulance services. The Contractor remains responsible and accountable to meet Response Time and reporting requirements and the Contractor is liable to pay any penalties for non-performance by the subcontractor.

Contractor may subcontract medical dispatch center services to another agency within or outside of the County. Regardless, the Contractor will retain accountability and responsibility for the performance of the Dispatch Center. Such agreement must be approved by the LEMSA.

**6. Communities May Contract Directly for Level of Effort**

This RFP and the Agreement are focused on Contractor performance. There are no provisions for a level of effort or requiring ambulances to be placed in specific areas of Contra Costa County.

The Contractor may contract directly with cities, communities, or other jurisdictions to have an ambulance or other services provided within their community. Such arrangements will support EMS System coordination and are subject to the approval of the LEMSA and shall not be at the County's expense. Regardless of such arrangements, there is no change in the exclusive agreement between the Contractor and the LEMSA and the Contractor must continue to comply with the performance standards of the agreement.

## **7. Supply Exchange and Restock**

The Contractor will restock disposable medical supplies on a one-for-one basis based on utilization on calls by first response agencies. Contractor will work with first responder agencies to create a process of supply exchange and rotation that is cost effective. Contractor has no obligation to restock disposable medical supplies of items not in the Contractor's inventory. This agreement does not limit the Contractor from changing supply vendors.

## **8. Handling Service Inquiries and Complaints**

Contractor shall create consumer friendly processes to receive customer service complaints and lost item and other inquiries. Contractor shall log all inquiries and service complaints and will ensure that non-clinical issues are followed through to resolution. Contractor shall provide prompt response and follow-up to such inquiries and complaints. Contractor's management team will analyze inquiry reports to identify and address any trends. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Contractor shall submit to the LEMSA each month a list of all complaints received and their appropriate disposition/resolution. Contractor shall submit copies of any inquiries and resolutions of a clinical nature to the EMS Medical Director or LEMSA within twenty-four (24) hours.

# **H. Administrative Provisions**

## **1. Contractor Payments for Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities (Plan B only)**

For Plan B of this Service Plan, the Contractor will reimburse the LEMSA for a portion of its expenses related to conducting this procurement, monitoring and managing the Agreement, provision of medical direction and conducting periodic procurements. An annual amount will be assessed based on the LEMSA's costs for the previous fiscal year. The fees will be limited to a maximum of seven hundred and fifty thousand dollars (\$750,000) per year.

## **2. No System Subsidy**

Under Plan B, the Contractor will operate the EMS system without any subsidy from the LEMSA or the County. RFP specifications are designed to provide accountability without undue operational or financial burden for providers.

Since many of the cost savings recommendations included in the EMS Modernization Report were not included in the Plan A requirements and provisions, this RFP allows for a request by the Contractor to identify potential subsidies that may be required to comply with all of the Plan A provisions. It is the desire of the County to operate a subsidy-free system, but it is recognized that fiscal trends of revenue collection and costs along with healthcare system changes may require additional financial support to maintain the current performance levels.

Each Proposer must complete the subsidy request form included in Appendix 11. The Subsidy Request Form shall be submitted separately with the "Financial Documents."

### **3. Contractor Revenue Recovery**

The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

#### **a) Patient Charges**

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates stipulated in this RFP (Stipulated Rates) and as subsequently approved by the LEMSA. The current rates are included in Appendix 7 and the Stipulated Rates are specified in Appendix 10.

#### **b) Fee Adjustments**

The Contract Administrator will approve annual increases to patient charges based on changes in the Consumer Price Index for Medical Services. The annual rate increases will be the greater of three (3) percent or the increase of the CPI for any given year. All changes in the transport fees must be approved by LEMSA.

In the event changed circumstances substantially impact the Contractor's costs of providing services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, the Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twelve (12) months of the commencement of the Agreement. If Contractor believes an adjustment is warranted, the Contractor may apply to the Contract Administrator for a rate adjustment to be effective on or after the first anniversary of the Agreement. Applications must be submitted at least sixty (60) days prior to the requested effective date. Requests for changes to patient charges shall only be allowed on an annual basis corresponding to the anniversary of the Agreement. The Contract Administrator shall review the application and forward his or her recommendation to the Health Services Director, who shall have the authority to approve or disapprove the request. Approval of rate changes is required before they can become effective.

### **4. Federal Healthcare Program Compliance Provisions**

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

**a) Medicare and Medicaid Compliance Program Requirements**

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

Contractor will engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. The Contractor will submit the report to the LEMSA within 120 days of the end of each contract year.

**b) HIPAA, CAL HIPAA and HITECH Compliance Program Requirements**

Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services. The three major components of HIPAA, CAL HIPAA and HITECH include:

1. Standards for Privacy and Individually Identifiable Health Information
2. Health Insurance Reform: Security Standards
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA, CAL HIPAA and HITECH rules and regulations will be reported immediately to the LEMSA along with Contractor's actions to mitigate the effect of such violations.

**5. State Compliance Provisions**

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with county and LEMSA policies, procedures, and protocols.

**6. Billing/Collection Services**

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

1. electronically generate and submit Medicare and MediCal claims;
2. itemize all procedures and supplies employed on patient bills; and
3. be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries

The Contractor shall provide for prompt response to any queries or appeals from patients. The Proposer shall describe its methods for receiving, monitoring, and responding to patient issues and complaints.

It is expected that the Contractor's billing and collection services are conducted in a compassionate manner and that the Contractor recognizes that many patients may not have the financial resources to pay for their ambulance transports. The Proposer shall describe its policies for identifying patients that qualify for a financial hardship consideration for discounting or writing off their accounts.

*Billing Waivers for Impoverished, Conserved & Vulnerable:* Contractor shall establish a consumer friendly procedure that allows for responsible party to make payment arrangements. The billing manager will review the form and assess an appropriate and acceptable monthly arrangement.

Contractor shall establish a process to reduce the costs of ambulance services to patients who have demonstrated inability to pay through completing a "Financial Statement" form. All information relating to financial hardship requests shall be kept confidential. The billing manager will review the form and assess an appropriate and acceptable monthly arrangement.

*Billing Appeals Process:* Contractor will create a consumer friendly appeals process in cooperation with Contra Costa Health Insurance Counseling and Advocacy Program (HICAP) that allows the consumer sufficient time for denied claims to go through governmental and private insurers appeals timeframes before being sent to collections. In the case of Medicare billing the first level of Medicare appeals is 120 days. Contractor will, on a monthly basis, document the number of billing waivers, appeals in process and average time to process appeals.

Contractor shall not attempt to collect its fees at the time of service.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

## **7. Market Rights**

The LEMSA shall not enter into agreements with any other provider for ground response to requests for Emergency Ambulance Service or ALS interfacility transports originating within the EOA during the term of this Agreement. Furthermore, the LEMSA will make reasonable efforts to ensure the Contractor's exclusivity of ALS interfacility transports originating within the EOA.

The LEMSA reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provision of this Contract, the LEMSA may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most appropriate emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same as or less than the estimated air transport time.



## **8. Accounting Procedures**

### **a) Invoicing and Payment for Services**

The LEMSA shall render its invoice for any fines or penalties to the Contractor within 30 business days of the LEMSA's receipt of the Contractor's monthly performance reports and after approval of the penalties determined by the LEMSA. The Contractor shall pay the LEMSA on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to LEMSA or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

### **b) Financial Reporting**

Contractor will report trends in monthly net revenue, total expenses, number of deployed unit hours, cost per unit hour, number of transports, collection rate, average patient charge, net revenue/transport, cost/trip, and payer mix on a monthly basis.

### **c) Audits and Inspections**

Contractor shall maintain separate financial records for services provided pursuant to the Agreement in accordance with generally accepted accounting principles.

With reasonable notification and during normal business hours, LEMSA shall have the right to review any and all business records including financial records of Contractor pertaining to the Agreement. All records shall be made available to LEMSA at the Contractor's Contra Costa County office or other mutually agreeable location. LEMSA may audit, copy, make transcripts, or otherwise reproduce such records including, but not limited to, contracts, payroll, inventory, personnel and other records, daily logs and employment agreements.

On an annual basis, the Contractor shall provide the LEMSA with audited financial statements by certified public accountants or governmental entity for Contractor's ambulance operations in Contra Costa County and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation.

Contractor may be required by the LEMSA to provide the LEMSA with periodic report(s) in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

## **9. County Permit**

The LEMSA oversees ambulance services within the County. Pursuant to County Ordinance 83-25 and LEMSA policies, an ambulance company must obtain the appropriate ambulance service permits.

Contra Costa County ambulance permit information and applications are available at <http://cchealth.org/ems/ambulance-providers.php#simpleContained3> and a copy of the current county ordinance can be found on the county's website.

## **10. Insurance Provisions**

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the required insurance coverage as listed in Appendix 12. If the Proposer is self-insured, the Proposer shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements. The Proposer shall also include a "reserve for losses" in the development of its financial budgets submitted with the Financial Documents.

## **11. Hold Harmless / Defense / Indemnification / Taxes / Contributions**

### **a) Hold Harmless**

In General. Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the LEMSA, the County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the LEMSA or the County. This duty shall arise at the first claim or allegation of liability against the LEMSA or the County. Contractor will on request, and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law."

### **b) Employee Character and Fitness.**

Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under this Agreement, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Contractor shall hold County, the LEMSA and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor's actions in this regard.

## **12. Performance Security Bond**

Contractor shall furnish performance security in the amount of two million dollars (\$2,000,000) in one of the following forms:

- a) A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to the LEMSA; or

- b) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the LEMSA and from a bank or other financial institution acceptable to the LEMSA, or  
b)c) If the Proposer is a governmental entity, the County will waive the performance bond requirement.

### **13. Term of Agreement**

The initial term of the Agreement ultimately executed by Contractor shall be for a period of five (5) years commencing at 12:01 a.m. on [Month Day, 2015] and terminating at midnight, [Month Day, 2020].

### **14. Earned Extension to Agreement**

If, at the sole judgment and discretion of the LEMSA, the Contractor is deemed to be substantially in compliance with the specifications defined in this RFP and the resulting Agreement, the Health Services Director may, after seeking a recommendation from the Board of Supervisors, grant an extension of the Agreement for up to five (5) additional years. The LEMSA shall make the offer of extension by formal written notice to the Contractor at least eighteen (18) months prior to the scheduled end of the term of the Agreement.

While it is the intent of the LEMSA to have completed a competitive procurement for selecting the Contractor by the end of the term of the Agreement or extension thereof, the LEMSA recognizes that healthcare and EMS changes may require a re-design of the EMS System. In the event that the re-design is deemed necessary and cannot be completed and changes implemented prior to the end of the term of the Agreement, the LEMSA may extend the Agreement for up to an additional thirty-six (36) months upon approval of the Board of Supervisors.

If the Contractor does not want to continue providing services to the LEMSA as stipulated in the Agreement after the end of the Term, the Contractor must give notice of its intent not to extend the Agreement at least seventeen (17) months prior to the scheduled end of the term of the Agreement.

### **15. Continuous Service Delivery**

Contractor expressly agrees that, in the event of a default by Contractor under the Agreement, Contractor will work with the LEMSA to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor shall be obligated to use every effort to assist the LEMSA to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

### **16. Annual Performance Evaluation**

The LEMSA may evaluate the performance of the ambulance Contractor on an annual basis. An evaluation report will be provided to the Contra Costa County Board of Supervisors.

The following information will normally be included in the performance evaluation:

- a) Response Time performance standards assessed with reference to the minimum requirements in the Contract;

- b) Clinical performance standards assessed with reference to the minimum requirements in the Contract;
- c) Initiation of innovative programs to improve system performance;
- d) Workforce stability, including documented efforts to minimize employee turnover;
- e) Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement; and
- f) Compliance with information reporting requirements
- g) Financial stability and sustainability

## **17. Default and Provisions for Termination of the Agreement**

The LEMSA shall have the right to terminate or cancel the Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches the Agreement and fails to correct such default within seven (7) days following the service on it of a written notice by the LEMSA specifying the default or defaults complained of and the date of intended termination of rights absent cure.

### **a) Definitions of Breach**

Conditions and circumstances that shall constitute a material breach by Contractor shall include, but not be limited to, the following:

1. Failure of Contractor to operate the ambulance service system in a manner which enables the LEMSA or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and county laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach, but such willful and repeated infractions shall constitute a material breach;
2. Willful falsification of data supplied to the LEMSA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under the Agreement, or a willful refusal to provide such data within a reasonable time when demanded by the LEMSA;
3. Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described in Section H.23;
5. Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor's operation in the event of a default or failure of incumbent to prevail during a subsequent bid cycle;
6. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
7. Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;

8. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
9. Failure of Contractor to comply with approved rate setting, billing, and collection procedures;
10. Failure of Contractor to meet Response Time requirements for three consecutive measurement periods in a single category and after receiving notice of non-compliance from Contract Administrator;
11. Failure of Contractor to comply with the vehicle lease provisions;
12. Failure of Contractor to cooperate and assist County in the investigation or correction of any "Minor Breach" conditions;
13. Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
14. Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
15. Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
16. Failure to timely prepare and submit the required annual audit; and
17. Any other willful acts or omissions of Contractor that endanger the public health and safety.

## **18. Termination**

### **a) Written Notice**

The Agreement may be canceled immediately by written mutual consent.

### **b) Failure to Perform**

The LEMSA, upon written notice to Contractor, may immediately terminate the Agreement should Contractor materially breach any of its obligations under the Agreement. In the event of such termination, the LEMSA may proceed with the work in any reasonable manner it chooses. The cost to the LEMSA of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond, without prejudice to LEMSA's rights otherwise to recover its damages or to seek any other remedy.

## **19. Emergency Takeover**

In the event LEMSA determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Health Services Director.

If the Health Services Director concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the LEMSA to affect an immediate takeover by the LEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than 72

hours after Health Services Director's decision and approval by the Board of Supervisors to execute the emergency takeover.

In the event of an emergency takeover, the Contractor shall deliver to the LEMSA ambulances and associated equipment used in performance of the Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with LEMSA ALS Policies and Procedures.

Contractor shall deliver ambulances, dispatch and communications systems, facilities and crew stations to the LEMSA in mitigation of any damages to LEMSA resulting from the Contractor's breach. However, during the LEMSA's takeover of the ambulances and equipment, LEMSA and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, LEMSA shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude the LEMSA from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing the Health Services Director's findings or the nature and amount of the LEMSA's damages, if any, through litigation. Failure on the part of the Contractor to cooperate fully with the LEMSA to effect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Director was made in error.

The LEMSA shall have the right to authorize the use of vehicles and equipment by another entity. Should the LEMSA require a substitute contractor to obtain insurance on equipment, or should the LEMSA choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

The LEMSA agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of the Contractor's equipment not so returned, the LEMSA shall pay the Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay the Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

The LEMSA may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer than the LEMSA judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means the LEMSA chooses.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to the LEMSA during an emergency takeover period. Contractor shall maintain and provide to the LEMSA a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ambulance services hereunder shall be reported to the LEMSA within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

## **20. Transition Planning**

### **a) Competitive Bid Required**

Contractor acknowledges that the LEMSA intends to conduct a competitive procurement process for the provision of Emergency Ambulance Service within LEMSA's Exclusive Operating Area prior to the termination of this Contract. Contractor acknowledges and agrees that the LEMSA may select a different ambulance service provider to provide exclusive Emergency Ambulance Services following said competitive procurement process, and to reasonable extension of its obligations hereunder if such extensions are necessary to complete such processes including, but not limited to, any reasonable decisions to cancel and restart such processes.

### **b) Future Bid Cycles**

Contractor acknowledges and agrees that supervisory personnel, EMT's and paramedics, working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Contractor may prohibit its employees from assisting competing Proposers in preparing Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

## **21. LEMSA's Remedies**

If conditions or circumstances constituting a Default as set forth in Section H.17 exist, the LEMSA shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement and/or the right to pursue Contractor for damages and the right of emergency take-over as set forth in Section IV.H.18. All LEMSA's remedies shall be non-cumulative and shall be in addition to any other remedy available to LEMSA.

## **22. Provisions for Curing Material Breach and Emergency Take Over**

In the event the LEMSA determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such determination shall constitute a material breach and/or default of the Agreement. In the event of a material breach, LEMSA shall give Contractor written

notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice and which notice should include the reason why such material breach endangers the public's health and safety unless an immediate and grave threat to public health and safety requires shorter notice or no notice. In cases where notice is given, within 24 hours of receipt of such notice, Contractor shall deliver to the LEMSA, in writing, a plan of action to cure such material breach. The LEMSA, acting through the Health Services Director or designee, may permit Contractor to implement such a plan of action if the plan is acceptable to the LEMSA, and may set such deadlines for the completion of such actions as the LEMSA deems appropriate, in its sole and absolute discretion. If Contractor fails to cure such material breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of the LEMSA) or Contractor fails to timely deliver the cure plan to the LEMSA, the LEMSA may execute an emergency take-over of Contractor's operations. Contractor shall cooperate completely and immediately with the LEMSA to affect a prompt and orderly transfer of all responsibilities to the LEMSA.

Contractor shall not be prohibited from disputing any such finding of default through appropriate channels, provided, however that such dispute shall not have the effect of delaying, in any way, the immediate takeover of operations by the LEMSA. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred, shall be initiated, and shall take place only after the emergency take-over has been completed.

Contractor's cooperation with and full support of such emergency take-over shall not be construed as acceptance by Contractor of the findings and default, and shall not in any way jeopardize Contractor's right of recovery based upon a later finding in an appropriate forum that the declaration of Default was made in error. However, failure on the part of Contractor to cooperate fully with the LEMSA to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of default by the LEMSA was made in error.

For any default by Contractor which does not endanger public health and safety, or for any default by the LEMSA, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications.

### **23. "Lame-duck" Provisions**

Should the Agreement not be renewed, extended or if notice of early termination is given by Contractor, Contractor agrees to continue to provide all services required in and under the Agreement until the LEMSA or a new entity assumes service responsibilities, even if reasonable extension of the Contractor's Agreement with the LEMSA is necessary. Under these circumstances Contractor will, for a period of several months, serve as a lame duck Contractor. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:



- a) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization including, but not limited to, compliance with provisions hereof related to qualifications of key personnel;
- b) Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement or placing an undue burden on the subsequent Contractor;
- c) LEMSA recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. The LEMSA shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period; and
- d) Should LEMSA select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence

## **24. General Provisions**

### **a) Assignment**

Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the LEMSA and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the LEMSA, shall not convey any rights to the assignee.

### **b) Permits and Licenses**

Contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under the Agreement. In addition, Contractor shall make all necessary payments for licenses and permits for the services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services pursuant to this Agreement. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

### **c) Compliance with Laws and Regulations**

All services furnished by Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under the Agreement and to maintain compliance with those applicable standards at all times.

**d) Private Work**

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of Agreement.

**e) Retention of Records**

Contractor shall retain all documents pertaining to Agreement for seven (7) 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 Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the LEMSAs, the County, the State of California, and the United States Government. Any and all records received and manufactured by the County under this Agreement shall be deemed County Records, for all purposes, including disclosure pursuant to the California Public Records Act, Government Code 6250, et seq.

**f) Product Endorsement/Advertising**

Contractor shall not use the name of Contra Costa County for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

**g) Observation and Inspections**

LEMSA representatives may, at any time, and without notification, directly observe Contractor's operations of the Dispatch Center, maintenance facility, or any ambulance post location. A LEMSAs representative may ride as "third person" on any of Contractor's Ambulance units at any time, provided, that in exercising this right to inspection and observation, LEMSAs representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the LEMSAs, LEMSAs representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, and patient records pertaining to the Agreement. The LEMSAs may audit, copy, make transcripts, or otherwise reproduce such records for LEMSAs to fulfill its oversight role.

**h) Omnibus Provision**

Contractor understands and agrees that for seven years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents and records that are necessary to certify the nature and extent of the reasonable costs of services.

**i) Relationship of the Parties**

Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship other

than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Contractor is an independent contractor and is not an employee of County or LEMSA. Contractor is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related tax. Nothing in the Agreement shall create any right or remedies in any third party. The Agreement is entered solely for the benefit of the County, LEMSA, and Contractor.

**j) Rights and Remedies Not Waived**

Contractor will be required to covenant that the provision of services to be performed by Contractor under the Agreement shall be completed without compensation from LEMSA or County **unless County agrees to a specified subsidy amount proposed under Plan A**. The acceptance of work under the Agreement shall not be held to prevent LEMSA's maintenance of an action for failure to perform work in accordance with the Agreement.

**k) Consent to Jurisdiction**

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Contra Costa County, California.

**l) End-term Provisions**

Contractor shall have 90 days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

**m) Notice of litigation**

Contractor shall agree to notify the LEMSA within 24 hours of any litigation or significant potential for litigation of which Contractor is aware.

**n) Cost of Enforcement**

If legal proceedings are initiated by any party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees, consultant and expert fees, and other such costs, to the extent permitted by the court.

**o) General Contract Provisions**

In addition to the specific contract provisions listed in this document, the written Agreement will include general conditions required by the LEMSA in contracts such as those listed herein. A Sample of General Contract Provisions and a Business Associates Agreement is included in Appendix 13. These provisions will become part of the final agreement with the successful Proposer. Any exceptions to the requirements, terms and conditions as stated herein, and in the Sample Provisions must be identified separately in the Proposer's response.

## **SECTION V. COMPETITIVE CRITERIA**

This section sets forth the performance criteria to be competitively assessed and scored by the Review Panel (the Competitive Criteria).

For each Competitive Criterion, the narrative below defines a base level of performance to which every Proposer must agree (the Minimum Requirements). This agreement must be unqualified and expressly stated in the Proposal. If a Proposer fails to agree to any Minimum Requirement related to any Competitive Criterion, the LEMSA may, in its discretion, declare the Proposal unresponsive and disqualified. The Proposer must agree to the Minimum Requirements regardless of whether the Proposer goes on to propose levels of performance that are higher than contained in the Minimum Requirements for a given Competitive Criterion. For Proposers offering to meet, but not exceed, the Minimum Requirements for a given Competitive Criterion, the Proposal must set forth the information requested below regarding the manner in which the Proposer will meet the performance level specified in the Minimum Requirements.

For each Competitive Criterion, Proposers are encouraged to propose levels of performance higher than the Minimum Requirements. The narrative describes the policy and operational goals for each Competitive Criterion, which the LEMSA is seeking to maximize through competition. It also provides guidelines and examples to illustrate how the policy and operational goals might be promoted. However, the specific concepts and activities comprising these examples are neither specifically required nor exclusive. The Competitive Criteria provide an opportunity for a Proposer to differentiate its proposed service from that of other Proposers and to demonstrate the organizational capabilities and experience which it would bring to bear if it becomes the Contractor.

Because every Proposer is required to commit to the Minimum Requirements, no points shall be awarded in connection with a Competitive Criterion unless a higher level of performance is proposed. Points available for each Competitive Criterion for which a higher level of performance is proposed shall be scored as set forth in Section II.G.

A goal of this RFP is to increase the levels of communication, cooperation, collaboration, and in some cases functional integration among the different entities comprising the EMS and healthcare delivery systems for the benefit of the patient. This goal is furthered by various provisions in the Core Requirements and in the Minimum Requirements. In addition, certain of the Competitive Criteria invite Proposers to propose higher levels of collaboration.

### **A. Clinical**

#### **1. Competitive Criterion: Quality Improvement**

##### **a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement**

LEMSA requires that the Contractor develop and implement a comprehensive quality management program that incorporates assuring compliance with the Agreement, minimum performance standards, and rules and regulations. The program shall also include structural

process and outcome indicators as part of a progressive clinical quality improvement process that is integrated with the EMS system's quality management program. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Contractor, and the LEMSA and based on current EMS science and call demand. The LEMSA ultimately will approve and implement the quality monitoring and improvement plan to be used in the County by all EMS system participants. Proposers should review the LEMSA's quality management program requirements at <http://cchealth.org/ems/quality.php>.

The LEMSA supports a coordinated system of emergency services that are patient-centered, add value to the community served and improve patient outcome. Proposers must commit to a clear, concise, and implementable set of processes and practices designed to measure, trend and sustain tangible improvements for the patients and other customers served by the EMS system, the Proposer's employees who serve Contra Costa County, and the other agencies involved in the Contra Costa County EMS system.

The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data may be limited. For these reasons, the Contractor will be expected to participate in the collection of both outcome and process measures to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

Fundamental to a progressive clinical quality program is the proactive identification and management of potential risks to patient safety to prevent adverse occurrences rather than simply reacting when they occur. Contractor is to ensure that an ongoing, proactive program for identifying risks to patient safety and reducing medical/health care errors is defined and implemented.

Contractor will seek to reduce the risk of sentinel events and medical/health care system error-related occurrences by conducting its own proactive risk assessment activities (Failure Mode Effect Analysis-FMEA) annually on at least one identified, high-risk process and by using available information about sentinel events known to occur in EMS organizations that provide similar care and services. This effort is undertaken so that processes, functions and services can be designed and redesigned to prevent such occurrences in the organization.

Contractor will conduct and document one FMEA annually on at least one identified, high risk process. Contractor will redesign the identified process to minimize the risk of that failure mode or to protect patients from its effects, teach and implement the redesigned process, identify and implement measures of effectiveness and implement a strategy for maintaining the effectiveness of the redesigned process over time.

In addition to generally committing to these Minimum Requirements, Proposers shall illustrate their ability to achieve them by describing their overall approach to comprehensive quality management.

**b) Higher Levels of Commitment—Quality Management**

In the majority of American EMS systems, “quality management” is limited to a retrospective evaluation of patient care reports. A growing number of EMS systems, however, are expanding the scope of their quality management efforts to include clinical performance indicators paired with an education system designed to effect clinical improvements. The LEMSA is committed to such a comprehensive model of quality management that, while patient centered, encompasses all vital functions within the system. This Competitive Criterion encourages Proposers to join in this commitment.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to, those described below.

A Proposal might incorporate the 2013-2014 Baldrige National Quality Program: Health Care Criteria for Performance Excellence. A copy of this program can be downloaded at [www.nist.gov/baldrige/](http://www.nist.gov/baldrige/). The core areas addressed by this process provide a solid framework for a comprehensive and progressive quality management program. These areas include:

- Leadership;
- Strategic Planning;
- Focus on Patients, Other Customers and Markets;
- Measurement, Analysis, and Knowledge Management;
- Workforce Engagement;
- Process Management; and
- Results.

The Proposer’s quality management capability could be supported by providing a list of Key Performance Indicators (KPI) for each of the key result areas utilized in Proposer’s operations and proposed for Contra Costa County. Include a specific data definition and data source for each KPI.

CMS has adopted the “Triple Aim” concept to improve quality of care and the patient experience while controlling costs. This program forms the basis for the CMS value based purchasing arrangements for healthcare providers. The Proposer may describe how it intends to incorporate the “Triple Aim” premises in its quality management activities. More about the “Triple Aim” can be reviewed at the Institute for Healthcare Improvement website (<http://www.ihl.org>) and at CMS websites.

## **2. Competitive Criterion: Clinical and Operational Benchmarking**

It is important for an organization to monitor and measure performance in all aspects of its operations. The definition of what activities are to be measured and monitored is an essential component.

### **a) Minimum Requirements— Clinical and Operational Benchmarking**

Benchmarking of Key Performance Indicators (KPIs), including KPIs focused on clinical care is required. These include structure, process and outcome measurements. KPIs will evolve as part of ongoing EMS system performance improvement as approved by the EMS Medical Director and the LEMSA. KPIs will include State required core metrics in addition to local core performance indicators. The Contractor shall provide, on a monthly basis, information necessary to benchmark KPIs. KPIs focusing on clinical activities to be measured will include, at a minimum:

1. Response time performance by zone, priority, and County-wide;
2. Presumptive impressions at dispatch compared to field intervention;
3. Scene time and total pre-hospital time for time dependent clinical conditions like Acute Coronary Syndrome (ACS), stroke, and major trauma;
4. Cardiac arrest survival in accordance with Utstein protocols;
5. Fractal measurement of time to first defibrillation;
6. Compliance with protocols, procedures, timelines, and destinations for ST-Elevation Myocardial Infarction (STEMI) patients;
7. Compliance with protocols, procedures, and timelines for patients with pulmonary edema and congestive heart failure;
8. Compliance with protocols, procedures, and timelines for patients with asthma or seizures;
9. Compliance with protocols, procedures, and timelines for patients with cardiac arrest;
10. Compliance with protocols, procedures, timelines, and destinations for systems of care patients (e.g. Trauma, STEMI, Stroke, Cardiac Arrest);
11. Compliance with protocols, procedures, and timelines for assessment of pain relief;
12. Analysis of high risk, low frequency clinical performance issues and strategies to support competent care.
13. Successful airway management rate by entire system, provider type and individual, including EtCO2 detection;
14. Successful IV application rate by entire system, provider type and individual;
15. Complaint management;
16. Paramedic skill retention;
17. Use of mutual aid; and
18. Safety.

Contractor will be required to produce a periodic report that describes overall compliance with protocols and provides an analysis of which protocols have the most compliance challenges.

Proposers should describe their current and proposed benchmarking, KPI monitoring, and its method for regularly assessing compliance with EMS Medical Protocols.

**b) Higher Levels of Commitment—Clinical and Operational Benchmarking**

Measuring and monitoring KPIs on a regular and consistent basis promotes an organization's improvement and development. EMS organizations that are committed to improvement not only measure and monitor, but use the results to effect change. Proposers can demonstrate a higher level of commitment to measurement, monitoring, benchmarking, and improvement by documenting performance indicators that they measure and describing the use of the results.

Non-clinical performance indicators are relevant for operational, financial, or organizational advancement. Incorporating such focus areas demonstrates a higher level of commitment to performance and improvement.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

The Contractor's system for benchmarking might include non-clinical KPIs such as:

- employee injuries;
- vehicle collisions (>\$250 damage) per 100,000 fleet miles;
- critical vehicle/equipment breakdowns (interfering with a response or transport) per 100,000 fleet miles;
- consumer satisfaction;
- employee turnover; and
- employee satisfaction.

Other KPI benchmarking might include comparing clinical data published by the National Association of EMS Physicians or other national organizations with other similarly designed clinically sophisticated systems. The organization's approach to learning and performance improvement using industry and non-industry benchmarking can also demonstrate higher levels of capability and commitment.

Participation in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. The Proposer might demonstrate a higher level of commitment by describing past participation in and proposed out-of-hospital research projects. For illustration, such projects might include but are not limited to research involving:

- Impacts of Public Access Defibrillation (PAD);
- Reduction of "at scene" time;
- Reduction of "at patient" status to first shock or ALS intervention;
- Other research projects as approved by the EMS Medical Director.



### **3. Competitive Criterion: Dedicated Clinical Oversight Personnel**

It is LEMSA's goal that all organizations participating in the Contra Costa County EMS system have adequate and competent oversight and management of the clinical services and quality improvement activities.

#### **a) Minimum Requirements—Clinical Leadership Personnel**

A senior manager shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management programs.

The Contractor shall provide a physician (may be part-time) and a full-time Registered Nurse or Paramedic with specialized training and experience in quality improvement to implement and oversee Contractor's on-going Quality Management program. These individuals shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Agreement. At a minimum, the Contractor shall provide and maintain two full-time Clinical and Educational Services positions, in addition to the individual identified to oversee the Contractor's on-going quality management program. In addition, the Contractor shall provide at least one full-time Analyst to evaluate Patient Care Reports and eighty (80) compensated hours per month for designated field personnel to participate in clinical quality improvement activities.

The LEMSA's minimum requirement for EMS quality improvement, education and training is the IHI Open School Basic Certificate. Information can be found at <http://www.ihl.org/education/IHIOpenSchool/Courses/Pages/OSInTheCurriculum.aspx>. Within eighteen months, the full-time staff dedicated to quality management and education will have completed an IHI Open School Basic Certificate.

Proposers are required to document their commitment to have the senior members of their Contra Costa County operating unit actively participate in the leadership and oversight of the EMS quality management system. This commitment includes, but is not limited to, active participation of Proposer's senior leadership in meetings related to EMS and public health and safety coordinated by the LEMSA and actively participating in projects designed to improve the quality of EMS in the County of Contra Costa.

The Proposer shall describe its commitment of leadership to clinical quality and describe the individual to oversee its clinical quality program including a job description and reporting relationships.

#### **b) Higher Levels of Commitment—Clinical Leadership Personnel**

An organization's commitment is demonstrated by the caliber, qualifications, and expertise dedicated to an endeavor.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Implementing specific programs and activities to fully engage the workforce in quality management, such as peer review activities, medical audits, etc.;

2. The quality management competencies that members of the leadership team will possess including their ability to analyze performance data and conduct improvement projects;
3. Methods used to communicate openly with the workforce and to assess the effectiveness of this communication;
4. Activities used by the organization to communicate performance data to the members of the workforce involved in the process whose performance is being monitored;
5. Strategies used by the organization's leadership team to promote legal and ethical behavior for themselves and the entire organization;
6. The organization's process for handling breaches of ethical behavior;
7. Activities of the organization's leadership to promote a culture focused on patient and employee safety;
8. Procedures used by the organization to handle situations that have or may have had an adverse impact on patients or the public;
9. Commitment to patient safety; and
10. Transparency and public reporting of clinical performance and benchmarks.

#### **4. Competitive Criterion: Medical Direction**

Ambulance services employ Medical Directors to lead the clinical care services. The involvement, commitment, and expertise expected from the Medical Director should directly contribute to the Contractors clinical service levels, quality of care and quality management and improvement

##### **a) Minimum Requirements—Medical Direction**

Proposer shall engage a physician as its Medical Director to oversee the Contractor's clinical activities. The Proposer shall identify its Medical Director and provide a curriculum vita outlining his or her experience and qualifications. Proposer shall also provide a job description or contract, which specifies expectations as to role, responsibilities and time commitment of the Medical Director. These roles are separate and distinct from that of the LEMSA Medical Director and have no statutory authority within the EMS system for medical oversight.

##### **b) Higher Levels of Commitment— Medical Direction**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Demonstrate higher levels of Medical Direction commitment by emphasizing the individual's qualifications such as Board Certification in Emergency Medicine, completion of the NAEMSP Medical Director's Course, etc.
2. Committing the Medical Director to active involvement with the Contractor and its employees, training, research, field observation, and pledges to work with the LEMSA Medical Director.
3. Committing to support its Medical Director in liaising with other members of the Contra Costa County medical community to identify and support the system's standard of care and to identify and resolve issues that may arise.

## **5. Competitive Criteria: Focus on Patients and Other Customers**

Clinical quality is not measured solely by the patient's physical outcome. It is important to monitor and analyze the entire interaction of the patient and customers within the EMS system.

### **a) Minimum Requirements—Focus on Patients and Other Customers**

At a minimum, the Contractor shall have a comprehensive mechanism for handling patient and customer complaints or issues. The Proposer shall describe the organization's mechanism for managing complaints. Include methods for receiving, investigating, resolving, and tracking complaints. Include the method for analyzing complaint patterns along with examples of improvement activities that have resulted from this analysis.

Contractor shall establish and publish a user friendly Customer Access Hotline giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The number may either be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The hotline number will be published in the local telephone directory and on the Contractor website and publicized at local healthcare facilities, fire stations, and public safety agencies. Members of the Contractor's leadership team are to be automatically notified of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.

### **b) Higher Levels of Commitment—Focus on Patients and Other Customers**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Identify how the organization determines the desires, needs, and expectations of patients and other customers. Include a list of key customer groups other than patients.
2. Discuss the mechanisms the organization uses to incorporate the "voice of the customer" in planning processes.
3. Other aspects of healthcare have documented inequalities in diagnosis and treatment based on age, ethnicity, and gender. Describe the organization's system for assuring and monitoring equitable EMS care to traditionally underserved patients such as children, the elderly, homeless, substance abusers and mental health patients as well as to all patients based on neighborhood, age, gender, and ethnicity.
4. Describe and provide detailed examples of the methods the organization uses to assess and monitor the effectiveness at meeting the needs and desires of patients and other customers. If possible, provide examples of what you have learned by using these monitoring methods and the action you have taken to improve the service to patients and other customers.
5. Most EMS systems engage in infection control practices designed to protect providers from acquiring infections. Fewer EMS systems engage in hygiene

practices that are designed to protect patients from contamination. Describe the mechanism for providing infection control for employees, system partners in healthcare and patients.

## **6. Competitive Criterion: Continuing Education Program Requirements**

### **a) Minimum Requirements— Continuing Education**

Contractor shall provide in-house or sub-contracted in-service training programs designed to meet state and LEMSA licensure/certification requirements at no cost to employees. All in-service and continuing education programs must comply with state regulations. The EMS Medical Director may mandate specific continuing education programs and content requirements, and the LEMSA may review and audit any continuing education programs offered by the Contractor.

### **b) Higher Levels of Commitment—Continuing Education**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. Targeting educational content to address local system needs;
2. Expanded content of training program offerings;
3. Introduction of innovative educational/training methods; and
4. Measuring competency with specified skill sets.

## **B. Operations**

### **1. Competitive Criterion: Dispatch and Communications**

Ambulance Response Times are impacted by the efficiency and reliability of the dispatch system referring calls to the sometimes-complex communication chain connecting a local resident or visitor who has just dialed 9-1-1 to the ambulance crew, which is asked to respond to the incident address. This communication chain varies between different jurisdictions within Contra Costa County.

This RFP is intended to promote a higher level of collaboration between the Contractor and County PSAPS, designated dispatch centers and public safety agencies to improve the efficiency and reliability of communications between those entities. The goal in this Competitive Criterion is to improve efficiency and promote a seamless dispatch process by minimizing the transfer of calls or information from the calls.

### **a) Minimum Requirements—Dispatch and Communications**

It is anticipated that during the term of the Agreement the County will make significant changes in the medical dispatch process. The EMS Modernization Project calls for a single medical dispatch center with full implementation of prioritization of ambulance requests. At a minimum, the Proposer shall commit to this improvement in the medical call-taking and dispatch processes and agree to work with the LEMSA and County to effect such changes. The Proposer shall agree to negotiate with the LEMSA and the County in good faith to achieve these goals.

The Contractor shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services from County designated dispatch centers.

Staffing levels shall be such that electronic or telephonic notifications from the County designated public safety dispatch centers are answered or responded to within fifteen (15) seconds, 95% of the time, and that ambulances are dispatched to respond to Emergency Requests within thirty (30) seconds, 90% of the time, from the receipt of information establishing a location and priority for the response.

The Contractor and its Dispatch Center staff shall maintain a professional relationship and level of interaction with other public safety dispatch centers and medical facilities, both within and outside of the County.

The Contractor is required to provide CAD to CAD interfaces with the designated medical dispatch centers within the County to expedite the transmission of call information in order for the Contractor to dispatch its units, based on the "Automated EMS Message Transmission Network Specification" available on the EMS website at <http://cchealth.org/ems/pdf/mtnspec v1.5.pdf>.

The Contractor shall provide access for LEMSA staff members to access the Contractor's CAD to audit and create reports for system performance monitoring.

Contractor shall be responsible for all mobile radio equipment and cellular phones for use in the field including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system. This will enable Contractor to effectively receive communications from the Contractor's Dispatch Center and shall be capable of receiving and replying to such requests for emergency ambulance services by voice or data linkage.

1. Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this Agreement including communicating with hospitals and other public safety agencies as required in a declared disaster situation. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient. The Contractor's ambulance crews shall be capable of transmitting 12-lead ECGs to receiving facilities.
2. Contractor shall equip all ambulances and supervisory vehicles used in performance of services in Contra Costa County with radio equipment for communications with Contractor's Dispatch Center, East Bay Regional Communications System (EBRCSA), and suitable for operation on the (CALCORD) California On-Scene Emergency Coordination Radio System. Radios operated on EBRCS shall be P25 Phase 2

compliant (additional information regarding EBRCSA is available at <http://www.ebrcsa.org>).

3. Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission (FCC), and in conformance with all applicable LEMSA rules and operating procedures.
4. Contractor shall ensure access to cellular telephones for use on ambulances and supervisory units.
5. Contractor shall equip all ambulances with Automatic Vehicle Location (AVL) devices. Contractor shall make available to LEMSA designated dispatch centers the real-time AVL information for on-duty ambulances and supervisory units within the County.

Proposers shall fully describe how they intend to comply with the minimum requirements listed above and include a description of the equipment and technology to be used.

**b) Higher Levels of Commitment— Dispatch and Communications**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Contractor may identify a means and commit to implementation of combined call-taking and dispatch of ambulances meeting the goals identified in the EMS Modernization Project Report in all or part of the EOA.
2. Contractor may collaborate with existing PSAPs and dispatch centers to locate or consolidate PSAP/Dispatch operations.
3. Other Strategies to Reduce Response Times: Proposers may propose other reasonably achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially reduce ambulance Response Times across all or any significant part of the EMS system.
4. Proposer may commit a defined annual amount to contribute to the consolidation of the medical dispatch centers. This amount may be stipulated for the Contractor to provide call-taking and dispatch with the transfer of callers from County PSAPs or it may be an amount contributed to another agency providing call-taking, dispatch, and deployment of ambulances. The contribution can include funding, assignment of personnel, or the provision of other services.

**2. Competitive Criterion: Vehicles**

Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor.

**a) Minimum Requirements—Vehicles**

At a minimum, the Contractor shall meet the requirements listed below.

1. All ambulances shall meet the standards of Title XIII, California Code of Regulations.
2. Ambulance vehicles used in providing contract services shall bear the markings of the County logo and "Contra Costa County Emergency Medical Services" in at least

four (4) inch letters on both sides. Such vehicles shall display the "9-1-1" emergency telephone number and state the level of service, "Paramedic Unit," on both sides.

3. Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 9-1-1 or any other advertisement.
4. Overall design, color, and lettering are subject to the approval of the Contract Administrator.
5. Proposer shall describe the ambulance and supervisory vehicles to be utilized for the services covered under the Agreement.
6. Ambulance replacement shall occur on a regular schedule and the Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System.
7. Each ambulance shall be equipped with GPS route navigation capabilities.

**b) Higher Levels of Commitment—Vehicles**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. Documenting the type, age, mileage, and configuration of the ambulance fleet and supervisory vehicles; and
2. Installing equipment and selecting vehicles that provide innovations for safety, specialized transport capabilities, reduced environmental impact, etc.

**3. Competitive Criterion: Equipment**

Acquisition and maintenance of all equipment including parts, supplies, spare parts, and costs of extended maintenance agreements shall be the responsibility of the Contractor.

**a) Minimum Requirements—Equipment**

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment will meet or exceed the minimum requirements of LEMSA's Ambulance Equipment and Supply List. A listing of the required on-board equipment, medical equipment, and supplies can be found on LEMSA's website. Contractor shall also comply with the specific pediatric equipment requirements as specified in EMSA #188, *Pediatric Equipment for ambulance and First Responders*.

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

LEMSA may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the Ambulance Equipment and Supply list as determined by the LEMSA, the LEMSA may:

1. Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission;
2. Subject the Contractor to a \$500.00 penalty; and
3. The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as

another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. The LEMSA may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

**b) Higher Levels of Commitment—Equipment**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

1. Providing equipment or technologies above those required by the minimum equipment list. These additional items may include advances in clinical care capabilities, opportunities for increasing safety for crewmembers and patients, and items to increase ease of work, improve efficiency or make efforts more effective.
2. Providing “smart” technologies that are blue tooth or otherwise compatible with data systems and electronic patient care records to improve patient care delivery, oversight and enhance performance improvement.

**4. Competitive Criterion: Vehicle and Equipment Maintenance**

**a) Minimum Requirements—Vehicle and Equipment Maintenance**

Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work. LEMSA expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any Ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must be immediately removed from service.

The appearance of ambulances and equipment impacts customers' perceptions of the services provided. Therefore, the LEMSA requires the Ambulances and equipment that have defects, even significant visible but only cosmetic damage, be removed from service for repair without undue delay.

Contractor must ensure an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system.

Contractor must ensure all point of care equipment on the ambulance meets CLIA standards and submit a description of the program used to assure compliance.



All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the Contractor's expense.

**b) Higher Levels of Commitment—Vehicle and Equipment Maintenance**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. Proposer offers to exceed the maintenance standard as outlined in the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services; and/or
2. The Proposer describes how it will exceed minimum requirements for the testing, monitoring, maintaining, and retaining documentation for all bio-medical equipment such as complying with the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard.

**5. Competitive Criterion: Deployment Planning**

The Contractor will be expected to work continuously to refine and improve its coverage and deployment plans throughout the term of the Agreement. All plan modifications will be at Contractor's sole discretion and expense.

**a) Minimum Requirements—Deployment Planning**

Contractor shall agree to deploy its ambulances in such a manner to achieve the Response Time requirements. The Contractor shall also commit to modify and adjust its deployment strategies in the event that Response Time performance is not complying with the standards or if it is identified that there are areas of the County which are chronically experiencing delayed responses.

The Proposer shall describe its methods and initial deployment plans to be used in Contra Costa County. A description of the methodology used by the organization to monitor and modify its plans will also be documented. At a minimum, the Contractor shall identify the average number of unit-hours deployed each week, the number of units on-duty by hour-of-day and day of week, and the posting locations for ambulances.

**b) Higher Levels of Commitment—Deployment Planning**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. The Proposer describing sophisticated processes it has developed or will use to achieve exemplary Response Time performance; and/or
2. The identification and use of technologies or managerial processes to enhance Response Time performance.
3. The Proposer will describe processes to provide real time situational awareness to other EMS System stakeholders to facilitate patient care delivery e.g. alerts or visual displays.

## **C. Personnel**

The LEMSA recognizes that those employed in the Contra Costa County EMS system ultimately determine the effectiveness and quality of the service. Proposers are encouraged to focus on employees especially as it pertains to safety, workload, advancement opportunities, and compensation.

### **1. Competitive Criterion: Field Supervision**

The LEMSA recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. The LEMSA also desires that these personnel and operational supervisory responsibilities do not displace the Contractor's provision of direct clinical supervision of the Contractor's caregivers.

#### **a) Minimum Requirements—Field Supervision**

Contractor shall provide 24-hours a day on-duty field supervisory coverage in each geographic area of the EOA (West, Central and East) within Contra Costa County. An on-duty employee or officer must be authorized and capable to act on behalf of the Contractor in all operational matters.

The Proposers shall also specifically describe how its Supervisors are able to monitor, evaluate, and improve the clinical care provided by the Contractor's personnel and to ensure that on-duty employees are operating in a professional and competent manner.

All field supervisory level staff will have successfully completed ICS 100, 200, 300 & 400, NIMS 700 & 800.

#### **b) Higher Levels of Commitment—Field Supervision**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

1. The provision of a dedicated supervisor(s) and vehicle(s) for Contra Costa County coverage;
2. Demonstrate that all areas of the EOA have adequate dedicated supervision that is committed to supervision and support of field personnel and the community and that their administrative tasks are limited in order to allow this high level of interaction.
3. Specialized training for supervisors (i.e. Strike team leadership, patient safety and leadership);
4. Exemplary qualification requirements; and
5. Other defined activities to support and supervise field personnel.

### **2. Competitive Criterion: Work Schedules**

This is a performance-based Agreement and Contractor is encouraged to be creative in delivering services. Contractor is expected to support employees by employing reasonable work schedules and conditions.

**a) Minimum Requirements—Work Schedules**

The LEMSA emphasizes that the Contractor is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately executed by Contractor. The LEMSA will not otherwise involve itself in Contractor's management/employee relationships.

Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. To mitigate fatigue and safety concerns, Contractor's paramedics and EMTs working on an Emergency Ambulance or as a field supervisor should work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced.

Proposer shall describe its policies and procedures used to monitor employee fatigue and impairment.

**b) Higher Levels of Commitment—Work Schedules**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to:

The delineation of monitoring mechanisms, procedures, and policies designed to ensure that employees are not overworked or expected to work for extended time periods that may cause fatigue and impair the employee's ability to perform safely and appropriately.

**3. Competitive Criterion: Internal Risk Management/Loss Control Program**

Education and aggressive prevention of conditions in which accidents occur are the best mechanism to avoid injuries to Contractor staff and Patients.

**a) Minimum Requirements—Risk Management**

The LEMSA requires Contractor to implement an aggressive health, safety, and loss mitigation program including, at a minimum:

1. Pre-screening of potential employees (including drug testing);
2. Initial and on-going driver training;
3. Lifting technique training;
4. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents; and
5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.
6. Ensure DEA compliant medication control processes.

Planning for safety and risk mitigation processes will include, at a minimum:

1. Gathering data on ALL incidents that occur among the Contractor's workforce;
2. Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;

3. Gather safety information as required by law;
4. Implement training and corrective action on safety related incidents, as required by law; and
5. Provide safe equipment and vehicles.

Proposer shall describe its risk management program.

**b) Higher Levels of Commitment—Risk Management**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

Implementation of a comprehensive safety and risk management plan that involves employees, analyzes processes, monitors safety activities, and incorporates all processes into policies, procedures and training programs designed to enhance safety for the workforce and patients.

**4. Competitive Criterion: Workforce Engagement**

An experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services. Proposers are encouraged to meet with current system employees and their labor representatives prior to submitting proposals.

**a) Minimum Requirements—Workforce Engagement**

At a minimum, the Proposer shall describe and document the following:

1. Describe the organization's method for providing system and individual performance feedback to employees.
2. Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.
3. Describe the credentialing requirements for the employees including but not limited to EMT's, paramedics, supervisors, dispatchers, and mechanics.
4. Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
5. Describe the organization's practices to ensure diversity in the workforce. Address the organization's level of diversity alignment with the communities that you serve.
6. Describe the organization's practices and policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
7. Impaired providers present a significant safety risk for patients, partners, and others in the community. Proposers should describe their commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs.
8. Describe the organization's processes to ensure harmonious relationships with other EMS System stakeholders.

**b) Higher Levels of Commitment— Workforce Engagement**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to the following:

1. The organization's process for assessing the engagement and satisfaction level of employees. Include description of an ongoing process that produces qualitative and quantitative KPIs for employee satisfaction.
2. The method used by the organization for two-way communication between front line employees and the leadership team.
3. The organization's mechanism for encouraging, gathering, providing feedback on and acting on employee improvement suggestions.
4. The development of a career ladder and professional development process for members of the workforce. Include a description of the succession plan for key positions.
5. The method for recognition of workforce patient care excellence and contributions.

## **D. Management**

### **1. Competitive Criterion: Key Personnel**

#### **a) Minimum Requirements—Key Personnel**

Proposers shall identify the individuals who will fill the key leadership positions for Contra Costa County. Provide resumes for the individuals. If the positions have not been filled for Contra Costa County, provide the job descriptions that will be used for the positions that include minimum qualifications and scope of responsibilities.

Identify out-of-county leadership personnel who will be actively involved in the Contra Costa County operations, if applicable. Include their resumes, qualifications, and scope of responsibilities.

#### **b) Higher Levels of Commitment—Key Personnel**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

1. Provision of on-going training for key managers and development programs for EMS managers and supervisors offered to those personnel at no cost. While there is no specific program regarding the exact content of the development program, managers should receive training similar to the content provided in the American Ambulance Association's Ambulance Service Manager Certificate Program.
2. Stability of the Contractor's leadership team directly correlates with the continuation of the performance of the EMS system. The Proposer may describe how it will ensure continuity and reduce managerial turnover in the system.
3. Assignment of key personnel to participate in countywide initiatives e.g. Health Information Exchange, Quality Improvement and Community Outreach.

## **E. EMS System and Community**

### **1. Competitive Criterion: Supporting Improvement in the First Response System**

The EMS system in Contra Costa County is collaboration among numerous related and unrelated agencies, which are dependent on one another to assure positive outcomes for the individuals being served. The LEMSA's goals regarding this collaborative system include: 1) provide a seamless handoff of patients by first responders to the emergency ambulance service; and 2) achieve the prevailing industry standard with respect to the provision of training to first responders.

The emergency ambulance service can play a role as a partner within the pre-hospital EMS system that is concerned with the provision of emergency medical services to people who are seriously injured or ill. As a result, the ambulance service provider has, in many communities, emerged as the organization charged with facilitating ongoing and enhanced EMS training within the EMS system. This is a cost of doing business recognized by ambulance providers across the country serves a practical source of such training in most communities. It is also the logical source for such training, because the ambulance provider is the entity with a direct role in the most EMS responses in the County.

The LEMSA and the County desire to increase collaboration between the first responders and the ambulance service. This increased collaboration may take many forms including formal agreements or combined work and training activities. The Proposers are not expected to negotiate formal agreements with other EMS participants prior to the award of the Agreement. If a Proposer proposes to commit to a collaborative arrangement as described in this section, it is only necessary to state that commitment and describe the terms on which the Proposer is willing to collaborate in the Proposal.

#### **a) Minimum Requirements—First Response System**

Proposer must commit to:

1. Exercise its best, good faith efforts to maintain positive working relationships with all first response agencies across the EOA;
2. Make continuing EMS education services available without cost to all first responders across the EOA at the level prevailing in the industry;
3. Restock at the Contractor's cost basic life support supplies utilized on a one-for-one basis, based on utilization on calls by first response agencies;
4. Provide internship opportunities for EMT or paramedic students, giving preference to students from training programs located in Contra Costa County; and
5. Contractor shall designate from among its employees a single individual as its contact person/liason for the First Response agencies.

Proposers shall describe in detail how they intend to address the Minimum Requirements listed above.

**b) Higher Level of Commitment—First Response System**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

Proposers may propose strategies to strengthen the collaborative interface between the Contractor and first responders and to improve the quality and efficiency of the EMS response system through support for first responders and other agencies integral to the provision of emergency services. Examples of possible strategies include:

1. Shared medical direction with the provider
2. Group purchasing arrangements that may allow First Responder agencies to acquire medical equipment and non-exchanged supplies at a lower cost
3. Collaborative training programs
4. Collaborative strategies to address call surges, including possible coordination of responses during MCI and other disaster events.
5. Coordination between or collaborative continuous quality improvement programming
6. EMS Week Recognition and Awards Program Sponsorship
7. Coordination of public education initiatives and programming
8. Coordination of injury and illness prevention programs
9. Collaborative public information services
10. Proposers may propose other reasonable achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially expand or enhance the capacity of first responder agencies to provide services more effectively or economically.

It is recognized that some of the suggestions for a "higher level of commitment" in connection with this Competitive Criterion "Supporting Improvement in the First Response System" may be relevant to a Proposer's response to other Competitive Criteria or to certain Core Requirements. As noted above, information provided in response to other requirements or criteria cannot be taken into account when rating the Proposer's response to this Competitive Criterion. If Proposers desire that previously provided information or offerings be considered under this criterion, the specific commitments should be repeated in the response to this criterion.

Proposers desiring to offer a higher level of commitment in response to this Competitive Criterion should set forth here a comprehensive description of the collaborative working relationship they intend to offer to local first responder agencies, including a description of each of the specific components and commitments which the Proposer is offering.

**2. Competitive Criterion: Health Status Improvement and Community Education**

The LEMSA desires that its Contractor take significant steps to improve injury and illness prevention and system access through community education programs provided to the school system and community groups. It is the LEMSA's expectation that Contractor will plan such programs working

collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

**a) Minimum Requirements—Community Education**

Contractor will allocate one hundred thousand dollars (\$100,000) under Plan A and three hundred thousand dollars (\$300,000) under Plan B annually for community education and improvement activities. The Proposer shall describe how these funds will be used for the benefit of the Community.

Contractor shall annually plan and implement definitive community education programs, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, supporting HeartSafe Communities initiatives, Public Access Defibrillation programs, conducting citizen and school based CPR training events, participation in EMS week and other educational activities involving illness and injury prevention, system awareness/access, and appropriate utilization of the EMS system.

Proposers shall describe their planned community education program for both Plans A and B.

**b) Higher Level of Commitment—Health Status Improvement and Community Education**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below.

According to the UCSF Center for Health Professions, on a national level, the ethnic compositions of the EMT and paramedic workforce does not fully reflect the U.S. population. This is of some concern because EMTs are frequently involved in situations where cultural understanding is vital, particularly in urban areas. Accordingly, Contractor may collaborate with the LEMSA and public health officials to develop and facilitate EMT training programs, internships and related opportunities for Contra Costa County residents from racial/ethnic and income groups that are underrepresented among health and emergency medical professionals.

Proposer may offer to undertake projects that shall demonstrably improve the health status in the community. Health status improvement programs targeted to "at-risk populations" may include, but are not limited to: seat belt use, child passenger safety program, bike helmet and safety program, participation in NHTSA Safe Communities Program, Every 15 minutes, 9-1-1 awareness, gun safety, hunting safety, Back to Sleep Program, Safely Surrendered Baby Program, drowning prevention, earthquake and disaster preparedness, concussion prevention programs, equestrian accident prevention, senior safety program, and home hazard inspection program.

The impact of health status improvement projects should be statistically demonstrable. For example, this includes selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement, collecting and analyzing data



on those indicators, and making the results available to the community to inform assessments of the effectiveness of an intervention and the contributions of participating entities.

Steps in the health improvement projects may include:

- Analyzing the community's health issues
- Inventorying resources
- Developing a health improvement strategy
- Establishing accountability for activities
- Monitoring process and outcomes
- Developing partnerships with Public Health, Law and Human Services

Contractor may seek external grant funding for health status improvement projects.

## **F. Integration with Healthcare Providers**

### **1. Competitive Criterion: Collaboration with Healthcare Providers**

The evolving role of EMS and dramatic changes in the healthcare delivery systems provide a challenge and opportunity in Contra Costa County.

The successful bidder will collaborate with hospitals, healthcare systems, mental health providers, County Health Services, and others involved in community health.

It is anticipated that the Contractor will enter into agreements with various healthcare agencies for provision of ambulance transportation and other services during the term of the Agreement. The Contractor will include the County as party on all such agreements so in the event of a Contractor change the agreements will remain in force within the EOA and/or County.

#### **a) Minimum Requirements— Collaboration with Healthcare Providers**

The Proposer will describe its commitment to furthering collaboration with other healthcare providers within the EOA and County. The Proposer will also describe its commitment to working with the LEMSA and healthcare providers to implement a standardized electronic health record to be shared among the caregivers.

#### **b) Higher Level of Commitment—Collaboration with Healthcare Providers**

Proposer may demonstrate a higher level commitment by:

1. Committing to a more significant role in establishing the out-of-hospital electronic healthcare record including first responder and ambulance patient care data and its immediate dissemination to the receiving facility. This may include the commitment of specific software, equipment, and/or funding.
2. Provide Letters of Interest (LOI) with existing healthcare providers indicating a desire to establish services to healthcare systems beyond those covered under this RFP.

3. Identify activities that the Contractor will undertake to create the opportunity for expanded mobile health care services to support community health and integrated healthcare within the County and the State.

DRAFT

## **SECTION VI. FINANCIAL CRITERIA**

### **A. Financial Strength and Stability**

The Proposer must provide documentation of its financial strength and stability as a going concern. The Proposer must satisfy the LEMSA that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP. Specifically, the LEMSA desires an understanding of the Proposer's financial stability, Liquidity (solvency), financial leverage (debt), asset efficiency (management or turnover), profitability, revenue recovery performance and other financial indicators.

The documents requested in this Section are to be included in separately sealed containers and will be evaluated by an independent entity engaged to evaluate the financial components. They will not be examined by the Review Panel and will be scored separately.

The information requested in this Section will allow for the determination of the Proposers' current financial situation and allow an assessment of the Proposers' projected revenue and expenses in order to establish reasonableness.

### **B. Financial Situation Documents**

#### **1. Financial Statements**

Provide year-end financial statements for the last three years and the most recent year-to-date financial statements. These should support the organization's financial ability to perform the services included in this RFP and the Proposal.

#### **2. Audited Statements**

Provide independently audited financial statements for the most recent fiscal year.

#### **3. Financial Commitments**

Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, guarantor letters or otherwise affect the responder's ability to perform the Contract. Identify current lines of credit and available funds remaining. Document any potential events, litigation, contract failures, judgments, or other actions that may significantly impact the Proposer's financial situation.

#### **4. Working Capital**

The Proposer shall describe its working capital sources and quantify the amount it expects to need for startup and improvements to the Contra Costa County EMS system. The information shall include the estimated amount of start-up capital required to finance administration and ambulance operations for the first six (6) months of the Agreement. Include the source of this capital and if any part of it will be borrowed, include verification from a financial institution that your organization is approved or pre-qualified to borrow sufficient funds. Provide any assurances for such funding from

parent or related organization in the form of a letter guaranteeing the amount of funding that may be necessary for start-up and on-going losses if projections are inadequate.

## **5. Performance Security**

The Proposer shall document its method and ability to provide the required performance security.

## **6. Financial Interests**

The Proposer shall disclose and describe any financial interests in related businesses.

# **C. Financial Projections**

The Proposer is required to complete a pro forma budget for the first three (3) years of operation under the Agreement.

## **1. Revenue projections**

All Proposers shall use the same assumptions regarding call volume, payer mix, and charges in the preparation of the revenue projections for the first three years. The Proposers will be expected to use their experience or consultants to derive the service mix, cash flow projections, CPI increases, and per transport collection by payers.

The most recently available payer mix is available in Section I.H.4 of this RFP. The fixed charges are included in Appendix 10 and the methodology for determining the annual charge increases is described in Section IV.H.3.b. The total call and transport volume is provided in the separate electronic CAD files.

The Proposer shall complete the Basis for Revenue Projections included in Appendix 14

## **2. Revenue Flow Projections**

The revenue generated from ambulance transports is not received the date that the transport occurs. All Proposers shall complete the Revenue Flow Projections included in Appendix 15. This is to be completed solely based on transports occurring after start-up. An incumbent provider should not include revenue derived from transports prior to the contract start date.

## **3. Expense Projections**

The Proposers' expenses are going to vary between Plans A and B. Therefore three-year expense projections will need to be provided for in each Plan. In addition to the expense budget line items, the Proposers shall document their assumptions used to develop the pro formas. The required documentation of assumptions and expense budget templates are included in Appendix 16.

#### **4. One-Time Start Up and Capital Items**

The one-time expenses for start-up shall be documented on the template provided in Appendix 17. Some of these expenses may not be required on an incumbent provider, but the incumbent should complete the value of existing assets in the template.

#### **5. Pro Forma Summary**

The comparison of revenue and expenditures shall be summarized in the template provided in Appendix 18. This shall be completed for each plan and for each of the first three years of operation.

### **D. Pricing**

The Proposer is required to complete and sign the Price Sheet Form for ALS interfacility transports. The Price Sheet Form is included in Appendix 19.

## **Appendix 1**

### **MANDATORY TABLE OF CONTENTS**

## **Appendix 2**

### **MAP OF EXCLUSIVE OPERATING AREA**

## **Appendix 3**

### **EMERGENCY RESPONSE ZONE MAPS**



## **Appendix 4**

### **COUNTY AMBULANCE ORDINANCE**

## **Appendix 5**

### **CURRENT AMBULANCE ZONES MAP**

## **Appendix 6**

### **CALL DENSITY RESPONSE AREAS IN EOA**

## **Appendix 7**

### **CURRENT AMBULANCE RATES**

## **Appendix 8**

### **PROCUREMENT TIMELINE**

## **Appendix 9**

### **REQUIRED FORMS**

## **Appendix 10**

### **STIPULATED AMBULANCE CHARGES**

## **Appendix 11**

### **SUBSIDY REQUEST FORM**



## **Appendix 12**

### **INSURANCE REQUIRMENTS**

## **Appendix 13**

### **SAMPLE STANDARD COUNTY CONTRACT**

## **Appendix 14**

### **BASIS FOR REVENUE PROJECTIONS TEMPLATE**

## **Appendix 15**

### **REVENUE FLOW PROJECTION TEMPLATE**

## **Appendix 16**

### **EXPENSE BUDGET TEMPLATES**

## **Appendix 17**

### **ONE TIME EXPENSE AND CAPITAL BUDGET TEMPLATE**

## **Appendix 18**

### **PRO FORMA BUDGET SUMMARY TEMPLATE**

## **Appendix 19**

### **ALS INTERFACILITY PRICE SHEET**





# DISCUSSION TO FINALIZE RFP PROVISIONS

# CCEMS CHANGES

- The final decision regarding an award shall rest with the ~~Health Services Director~~ Board. (Pg. 18, Section II.G.2)
- The decision on contract award will be made by the ~~Health Services Director~~ Contra Costa County Board of Supervisors following the recommendation from the ~~Board of Supervisors~~ Health Services Director. If for any reason the selected Proposer is unable to enter into the Agreement in a timely manner in accordance with the time interval identified in the Procurement Time Line for contract negotiation, the Health Services Director, ~~upon direction from the Board~~, may proceed toward selection of an alternate Proposal, cancel the process, ~~seek further input from the Board~~... (Pg. 22, Section II.G.12)

# ALS INTERFACILITY TRANSPORTS

- Included due to stakeholder input from healthcare facilities and CCEMS need for greater accountability
- Recommend no changes to draft RFP to:
  - Include ALS interfacility transports as part of EOA services
  - Control pricing by scoring price in RFP
  - Mandate performance provisions in RFP for quality and response times

# RESPONSE TIMES

- The RFP requires Proposers to submit 2 plans
  - Plan A largely retains current response times but expands high density area in East County
  - Plan B allows for a 60 second increase in all high density areas of the EOA
- Recommend no changes to RFP other than small revisions to maps included in **Appendix 6**
  - County will be able to select response time performance levels based on evaluation of Plans A and B.

# RESPONSE TO ISOLATED AREAS

- While the Contractor has the exclusive right to all emergency calls originating in the EOA, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, the LEMSA ~~will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction~~ requires the Contractor to make a good faith effort to execute a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction. The LEMSA will approve an appropriately structured agreement to use the closer ambulances. (Pg. 35, Section IV D.1.c)



# IDENTIFICATION OF CLOSEST AMBULANCE

- In Response to the comment to identify closest ambulance, this is addressed in minimum requirements of the competitive criteria of the RFP
- “Contractor shall equip all ambulances with Automatic Vehicle Location (AVL) devices. Contractor shall make available to LEMSA designated dispatch centers the real-time AVL information for on-duty ambulances and supervisory units within the County.” (Pg 81, Section V.B.1)



# FLEET SIZE

- Fleet size was corrected to be 120% of peak staffing.



# PROPOSERS' CONFERENCE

- The RFP has been changed to make the Proposers' Conference Mandatory.  
(Pg. 12-13, Section II.E.2)



# SCORING MATRIX

- Request to include some form of first responder reimbursement as a competitive criterion that would be awarded additional points in scoring
- Consider revising scoring matrix II.H to allocate 300 points to 'Commitment to EMS System and Community' and 250 points to 'Healthcare Integration'

# PERFORMANCE SECURITY

- Contractor shall furnish performance security in the amount of two million dollars (\$2,000,000) in one of the following forms: (Page 62-62, Section IV.H.12)
  - A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to the LEMSA; or
  - An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the LEMSA and from a bank or other financial institution acceptable to the LEMSA, or
  - If the Proposer is a governmental entity, the County will waive the performance bond requirement.  
(Non-public bidders will incur costs that fire districts would not)

# REVENUE EVALUATION

- Commenter wanted to ensure that additional federal and state reimbursement would be included in the evaluation of the financial information.
- Response:
  - Revenue from all sources will be documented and evaluated in the independent review of the Financial Documents



# HIGHER LEVEL COMPETITIVE CRITERIA – FIRST RESPONDERS

- Shared medical direction with the provider
- Group purchasing arrangements that may allow First Responder agencies to acquire medical equipment and non-exchanged supplies at a lower cost
- Collaborative training programs
- Collaborative strategies to address call surges, including possible coordination of responses during MCI and other disaster events.
- Coordination between or collaborative continuous quality improvement programming



# HIGHER LEVEL COMPETITIVE CRITERIA – FIRST RESPONDERS

- EMS Week Recognition and Awards Program Sponsorship
- Coordination of public education initiatives and programming
- Coordination of injury and illness prevention programs
- Collaborative public information services
- Proposers may propose other reasonable achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially expand or enhance the capacity of first responder agencies to provide services more effectively or economically.

# OPTIONS FOR CONSIDERATION

## POTENTIAL ADDITIONAL EXAMPLES

- If fire districts within the EOA impose a first responder fee, the Contractor may negotiate with the districts to provide billing and collection services for these fees.  
(Recommend including as an additional higher level example)
- In the Contractor's response for Plan B, the contractor may provide additional support to the ALS and BLS first responders. This support may include financial and/or provision of services to the first responders.  
(Concern regarding imposing costs on non-public entities that would not be incurred in a fire proposal and potential anti-kickback issues)



# INDEPENDENT COUNTY REVIEWER

- Options for selection
  - CAO's office recommends to the Board a reviewer and an alternate for BOS consideration
  - Supervisors may identify reviewer and alternate





# INDEPENDENT OBSERVERS

- Option for consideration is to identify 2 independent observers to be present during the Review Panel's deliberations.
  - They would not participate in discussion or scoring but would be able to report back to the BOS regarding the process
  - May be recommended for selection by groups/associations (i.e. Medical Society, County and City Managers, etc.)



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Jason Crapo, County Building Official  
Date: January 13, 2015

Subject: Cost confirmation hearing for real property located at 3010 Del Hombre Lane, Walnut Creek, CA

---

**RECOMMENDATION(S):**

1. OPEN the hearing on the costs of abating a public nuisance on the real property located at 3010 Del Hombre Lane, Walnut Creek, California, Contra Costa County (APN 148-170-001); RECEIVE and CONSIDER the attached itemized report on the abatement costs and any objections thereto from the property owner or other persons with a legal interest in the property; and CLOSE the hearing.
2. DETERMINE the cost of all abatement work and all administrative costs to be \$27,979.43.
3. ORDER the itemized report confirmed and DIRECT that it be filed with the Clerk of the Board of Supervisors.
4. ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice Of Abatement Lien.

**FISCAL IMPACT:**

No net fiscal impact. The costs as determined above will be added to the tax roll as a special assessment on this property and will be collected at the same time and in the same manner as ordinary county taxes are collected.

**BACKGROUND:**

Contra Costa County Ordinance Code Article 14-6.4 and California Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment, upon approval of the Board of Supervisors.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/13/2015** ☒ APPROVED AS RECOMMENDED ☒ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

Contact: Greg Wixom  
925-674-7737

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

### BACKGROUND: (CONT'D)

The Notice and Order to abate was posted on the above-referenced property for a vacant unsecured structure whose premises contained waste, rubbish, debris, excessive vegetation and car parts and was served on the property owner and all persons known to be in possession of the property by certified mail on April 8, 2014.

The property owner did not file an appeal of the Notice and Order to Abate. The County Abatement Officer abated the nuisance on May 14, 2014.

The property owner was billed for the actual cost of the abatement and all administrative costs; including extraordinary costs for hazardous materials, solvents, petro-chemicals, tires, mattresses and appliances which were removed from the house and property. The bill was sent by first-class mail to the property owner on May 27, 2014. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 651 Pine Street, Room 106, Martinez, CA.

### CONSEQUENCE OF NEGATIVE ACTION:

If not approved the County will not be able to recover costs for abatement on code violations for this property.

### CHILDREN'S IMPACT STATEMENT:

Not applicable.

### ATTACHMENTS

Itemized costs

Before and After Photos

**CONTRA COSTA COUNTY**

DATE: December 2, 2014  
TO: Clerk of the Board  
FROM: Department of Conservation & Development  
By: Tyrone Ridgle, Building Inspector II  
RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: Christina Kohler  
Haigoush Heidi Kohler, Tre

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: April 8, 2014

ABATEMENT COMPLETED DATE: May 14, 2014, 2014

SITE ADDRESS: 3010 Del Hombre Lane, Walnut Creek, CA  
APN #:148-170-001

PROPERTY DESCRIPTION: Residential

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

<b>ITEM</b>	<b>EXPLANATION</b>	<b>COST</b>
Notice to Comply		\$ 250.00
Site Visits (4 x \$100 ea)		\$ 400.00
PIRT (Title Search)		\$ 150.00
Certified Letter & Regular Mailings		\$ 19.93
Photos		\$ 82.00
Contractor hired for abatement		\$ 26677.50
Final Site Inspection to Confirm Compliance		\$ 200.00
Compliance Report and Board Hearing		\$ 200.00
	<b>Total</b>	<b>\$ 27979.43</b>

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 30 Muir Rd., Martinez, CA 94553.

Before Photos













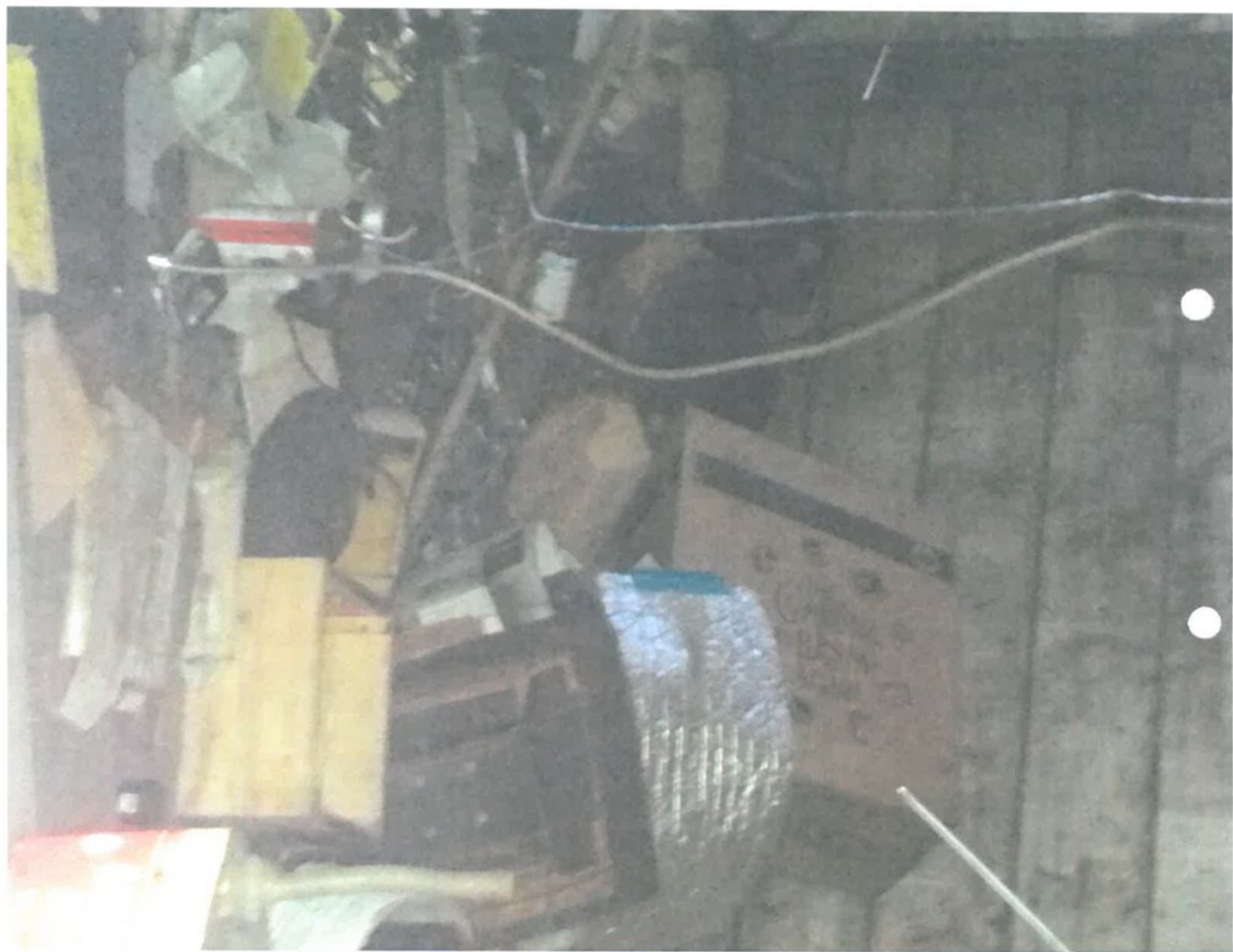






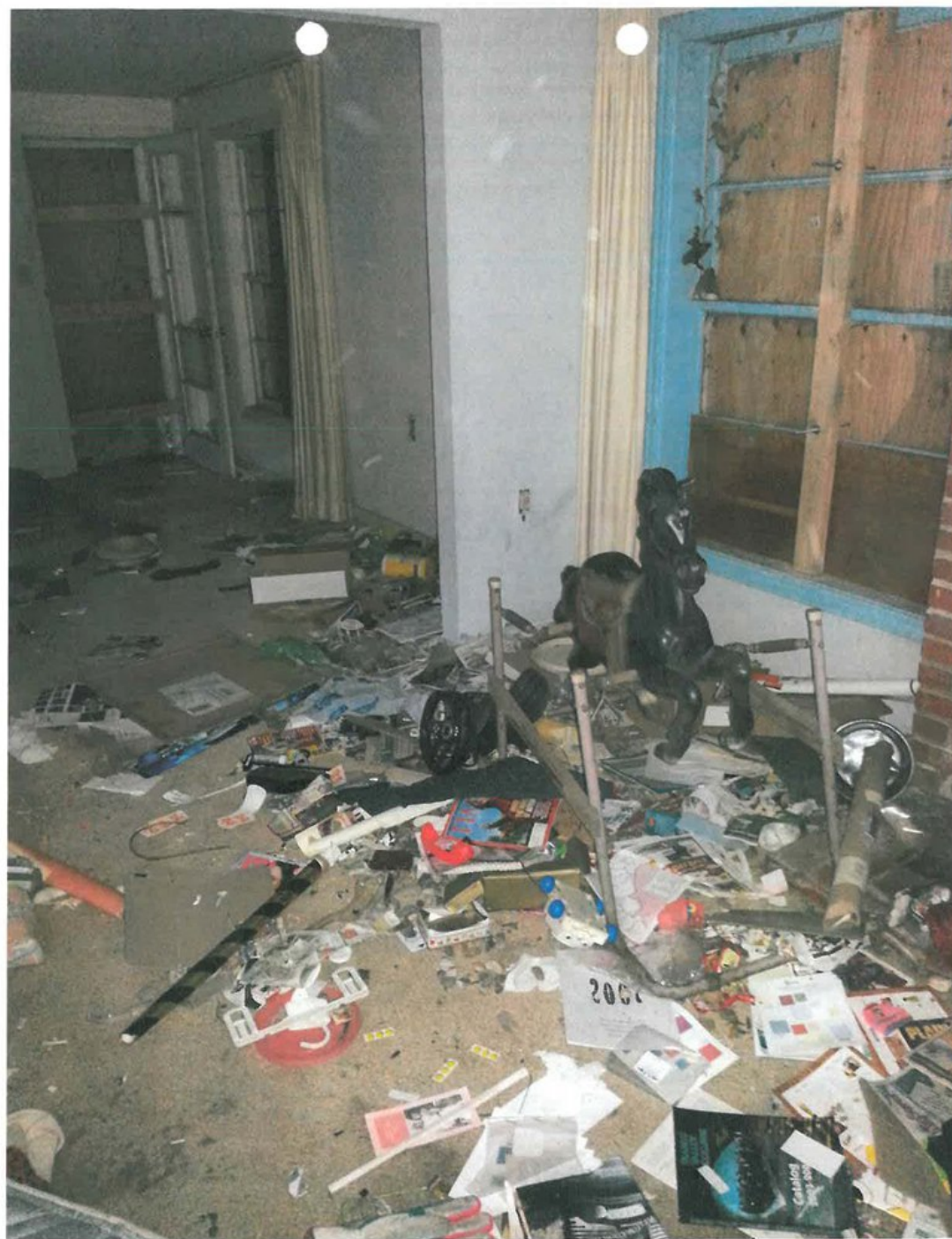
















After Photos























A photograph of a dark, textured wall with a 'DO NOT ENTER' sign. The sign is white with a red border and black text. It is mounted on the wall with two screws. The background is dark and appears to be the interior of a building or a tunnel. The sign is the central focus of the image.

**DO NOT ENTER**

IT IS ILLEGAL TO ENTER  
OR OCCUPY THIS BUILDING  
OR PREMISES OR TO REMOVE  
OR DEFACE THIS NOTICE

*Trespassers will be prosecuted under  
California Penal Code 602*





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 13, 2015

Subject: Revised Management Benefits Resolution No. 2015/3, which Supersedes Resolution No. 2014/2005

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/3, which supersedes Resolution No. 2014/205, regarding compensation and benefits for the County Administrator, County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees to reflect changes, as recommended by the County Administrator.

**FISCAL IMPACT:**

The terms and conditions set forth in this action are cost neutral.

**BACKGROUND:**

Historically, the wages and benefits granted by the County to its department heads, managers, and unrepresented employees have paralleled the wages and benefits negotiated by the County with its various labor organizations. In summary, the modifications described below modify the benefits for specified groups of unrepresented employees to be consistent with those of their companion bargaining groups; modify sections to correctly recognize recently created, classified, or eliminated classifications (including the elimination of CCCERA classifications); and make technical non-substantive corrections.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Lisa Driscoll, County Finance  
Director (925) 335-1023

By: June McHuen, Deputy



## BACKGROUND: (CONT'D)

>

The attached Management Resolution has been modified in the following ways:

1. Section 5.11 County Subvention for Retirement Chief Executive Officer, has been removed.
2. Section 5.12 414H2 Participation was renumbered as section 5.11.
3. Section 6 New Retirement Plan, subsection (D) regarding persons employed as staff as CCCERA was omitted, and former subsection (E) became (D).
4. Technical, non-substantive corrections to section numbers were made in paragraph 12.
5. Section 14, Annual Management Administrative Leave, references to and provisions regarding the Retirement Chief Executive Officer were removed.
6. Section 16, subsection (B) and ( C), provisions for vacation sales by CCCERA staff and the Retirement Chief Executive Officer, were removed.
7. Section 21, Executive Automobile Allowance, the Director of EHSD was removed from the list of eligible positions in subsection (B). Provisions regarding the Retirement Chief Executive Officer were omitted from subsection (C).
8. The Retirement Chief Executive Officer was removed from the list of appointed department heads in section 24.
9. Section 44, Probation-Safety Employees Retirement Tiers; Contribution Towards Cost of Enhanced Retirement Benefit, the classification of Institutional Supervisor II (7KGA) was added.
10. The Retirement General Counsel was removed from the list of attorney classes specified in sections 30.12 and 31.12.
11. A new classification, District Attorney Director of Forensic and Technical Services (6KDC), was added to the list of classifications eligible for certain District Attorney Inspector pay differentials in sections 34 and 35 and covered by the retirement provisions in section 36.
12. Section 56, which provided pay differentials for Retirement classifications, was removed.
13. Job codes were corrected throughout the resolution.
14. All Exhibits were updated with current classification information. Specifically, Exhibit A, Management Exempt and Unrepresented, was modified to include the classifications of Institutional Supervisor II and District Attorney Director of Forensic and Technical Services. In addition, all Retirement classifications were removed from Exhibit A.

## CONSEQUENCE OF NEGATIVE ACTION:

If the action is not taken, the Management Resolution will not accurately include and exclude specified classifications and benefits.

## CHILDREN'S IMPACT STATEMENT:

No impact.

## ATTACHMENTS

Resolution No. 2015/3

Management Resolution No. 2015/3

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/13/2015 by the following vote:

AYE: ☐  
NO: ☐  
ABSENT: ☐  
ABSTAIN: ☐  
RECUSE: ☐



**Resolution No. 2015/3**

**In The Matter Of:** Benefits and Other Compensation for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the Period from July 1, 2014 through June 30, 2016 and Until Further Order

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa RESOLVES THAT:

Effective upon adoption and continuing to June 30, 2016, and until further order of the Board, the Board adopts the attached program of compensation and benefits for County Elected and Appointed Department Heads, Management Employees, Exempt Employees, and Unrepresented Employees. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), as amended, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees listed herein, including but not limited to Resolution No. 2014/205. Unless expressly provided otherwise, this Resolution is subject to the provisions of resolutions providing general and pay equity salary adjustments, Administrative Bulletins, the 1937 County Employees Retirement Act, the Public Employees Pension Reform Act, the County Salary Regulations, and the County Personnel Management Regulations. This Resolution does not authorize compensation and benefits for any employees of the Contra Costa Superior Court, the Contra Costa County Employees Retirement Association or for any management employee who is represented by an employee organization with a Memorandum of Understanding. Management and Unrepresented employees include employees in Classified, Project, and Exempt classifications. Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full-time or part-time, twenty (20) or more hours per week. The full text of this Resolution is attached. Also attached are the following exhibits:

I. **BENEFITS FOR MANAGEMENT, EXEMPT AND UNREPRESENTED EMPLOYEES** are provided for those classes listed in **Exhibit A**.

II. **BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES** are provided for those classes listed in Exhibit A, except for the classes listed in **Exhibit B**.

III. **BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS** are provided for those classes listed in **Exhibit C**.

IV. **SPECIAL BENEFITS FOR MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS** are provided as indicated in each section.

V. **DEPARTMENT HEADS AND THEIR CHIEF ASSISTANTS** for purposes of Section 23 are listed in **Exhibit D**.

VI. **CALPERS HEALTH PLAN CLASSES** for purposes of Section 2 are listed in **Exhibit E**.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lisa Driscoll, County Finance Director (925)  
335-1023

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Robert Campbell, Auditor-Controller, Human Resources Transactions

# **TABLE OF CONTENTS**

## **Resolution No. 2015/3**

### **I. Benefits for Management, Exempt, and Unrepresented Employees**

- 1. Leaves With and Without Pay
  - 1.10 Holidays (list of holidays observed by the County)
  - 1.11 Definitions
  - 1.12 Holidays Observed
  - 1.13 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules
  - 1.14 Holidays Observed- Part-Time Employees
  - 1.15 No Overtime Pay, Holiday Pay, or Comp Time
  - 1.16 Personal Holiday Credit
  - 1.17 Vacation
  - 1.18 Sick Leave
  - 1.19 Part-Time Employees
  - 1.20 Family Care Leave
  - 1.21 Leave Without Pay - Use of Accruals
- 2. Health, Dental, and Related Benefits
  - 2.10 Application
- 2.A. Employees in Classifications Who Receive Health Care Coverage from County Plans
  - 2.11 Health Plan Coverages
  - 2.12 Monthly Premium Subsidy
  - 2.13 Retirement Coverage
  - 2.14 Layoff and Other Loss of Coverage
  - 2.15 Health Plan Coverages and Provisions
  - 2.16 Family Member Eligibility Criteria
- 2.B. Employees in Classifications Who Receive Health Care Coverage from CalPERS
  - 2.17 CalPERS Controls
  - 2.18 Contra Costa Health Plan (CCHP)
  - 2.19 CalPERS Health Plan Monthly Premium Subsidy
  - 2.20 CalPERS Retirement Coverage
  - 2.21 CalPERS Premium Payments

- 2.22 Dental Plan - CalPERS Participants
- 2.C. All Employees
  - 2.23 Dual Coverage
  - 2.24 Life Insurance Benefit Under Health and Dental Plans
  - 2.25 Supplemental Life Insurance
  - 2.26 Catastrophic Leave Bank
  - 2.27 Health Care Spending Account
  - 2.28 PERS Long-Term Care
  - 2.29 Dependent Care Assistance Program
  - 2.30 Premium Conversion Plan
  - 2.31 Prevailing Section
- 3. Personal Protective Equipment
  - 3.10 Safety Shoes
  - 3.11 Safety Eyeglasses
- 4. Mileage Reimbursement
- 5. Retirement Contributions
  - 5.10 No County Subvention
  - 5.11 414H2 Participation
- 6. New Retirement Plan
- 7. Training
  - 7.10 Career Development Training Reimbursement
  - 7.11 Management Development Policy
- 8. Bilingual Pay Differential
- 9. Higher Pay for Work in a Higher Classification
- 10. Workers' Compensation and Continuing Pay
  - 10.10 Waiting Period
  - 10.11 Continuing Pay
  - 10.12 Physician Visits
  - 10.13 Labor Code §4850 Exclusion

11. Other Terms and Conditions of Employment

11.10 Overtime Exempt Exclusion

11.11 Overtime

11.12 Length of Service Credits

11.13 Mirror Classifications

11.14 Deep Classes

11.15 Administrative Provisions

**II. Benefits for Management and Exempt Employees**

12. Management Longevity Pay

12.10 Ten Years of Service

12.11 Fifteen Years of Service

13. Deferred Compensation

14. Annual Management Administrative Leave

15. Management Life Insurance

16. Vacation Buy Back

17. Professional Development Reimbursement

18. Sick Leave Incentive Plan

19. Video Display Terminal (VDT) Users Eye Examination

20. Long-Term Disability Insurance

**III. Benefits for Elected and Appointed Department Heads**

21. Executive Automobile Allowance

22. Executive Life Insurance

23. Executive Professional Development Reimbursement

24. Appointed Department Heads

- 25. Elected Department Heads
- 26. Elected Department Head Benefits

**IV. Special Benefits for Management Employees by Department or Class**

- 27. Accounting Certificate Differential
- 28. Animal Services Search Warrant
- 29. Animal Services Uniform Allowance
- 30. Attorney State Bar Dues and Professional Development Reimbursement
  - 30.10 State Bar Dues Reimbursement
  - 30.11 Professional Development Reimbursement
  - 30.12 Eligible Classes
- 31. Attorney Management Administrative Leave and Additional Longevity Pay
  - 31.10 Attorney Management Administrative Leave
  - 31.11 Additional Longevity Pay at 20 Years of County Service
  - 31.12 Eligible Classes
- 32. Assessor Education Differential
- 33. Certified Elections/Registration Administrator Certification Differential
- 34. District Attorney Inspectors Longevity Differential
- 35. District Attorney Inspector P.O.S.T.
- 36. District Attorney Investigator - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit
  - 36.10 Safety Tier A
  - 36.11 Safety PEPRA Tier
  - 36.12 Employees with more than 30 years of Service
  - 36.13 Eligible Classes
- 37. Engineer Continuing Education Allowance

38. Engineer Professional Development Reimbursement
39. Library Department Holidays
40. Library Differentials
41. Nursing Shift Coordinator-Per Diem Differentials
42. Nursing Shift Coordinator-Per Diem Overtime
43. Podiatrists Unrepresented Status
44. Probation - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit
  - 44.10 Safety Tier A
  - 44.11 Safety PEPRA Tier
  - 44.12 Eligible Classes
45. Real Property Agent Advanced Certificate Differential
46. Sheriff Sworn Management P.O.S.T.
47. Sheriff Continuing Education Allowance
48. Sheriff Emergency Services Standby Differential
49. Sheriff Law Enforcement Longevity Differential
50. Sheriff Uniform Allowance
51. Sheriff - Detention Division Meals
52. Sheriff - Safety Employees Retirement Tiers
  - 52.10 Safety Tier A
  - 52.11 Safety Tier C
  - 52.12 Safety PEPRA Tier
  - 52.13 Employees with more than 30 years of Service
  - 52.14 Retirement Tier Elections
  - 52.15 Eligible Classes

- 53. Safety Employees Retirement Tiers (Miscellaneous Safety Classifications)
  - 53.10 Safety Tier A
  - 53.11 Safety PEPRA Tier
  - 53.12 Eligible Classes
- 54. Treasurer-Tax Collector Professional Development Differential
- 55. Executive Assistant to the County Administrator Differential

*[end]*



## **I. BENEFITS FOR MANAGEMENT, EXEMPT, AND UNREPRESENTED EMPLOYEES**

### **1. Leaves With and Without Pay**

- 1.10 Holidays: The County will observe the following holidays during the term covered by this Resolution:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Such other days as the Board of Supervisors may designate by Resolution as holidays.

Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

- 1.11 Definitions:

Regular Work Schedule: The regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

Flexible Work Schedule: A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in a "workweek" as defined below.

Alternate Work Schedule: An alternate work schedule is any work schedule where the employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled days off are NOT Saturday and Sunday.

4/10 Work Schedule: A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.

9/80 Work Schedule: A 9/80 work schedule is where an employee works a recurring schedule of thirty six (36) hours in one calendar week and forty four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty six hour (36) calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty four (44) hour calendar week. In the forty four (44) hour calendar week, the employee works four (4) nine (9) hour days and one eight (8) hour day.

Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Schedules: For employees on regular, flexible, alternate, and 4/10 schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday. For employees who work in a twenty-four (24) hour facility in the Contra Costa Regional Medical Center and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

Workweek for Employees on a 9/80 Schedule: The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour work day. The end time of the workweek is four (4) hours after the start time of the eight (8) hour work day. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

- 1.12 Holidays Observed: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County.
- 1.13 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and workweek as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, the employee must use two (2) hours of non-sick-leave accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay (AWOP) will be authorized.
- 1.14 Holiday Observed - Part-Time Employees: When a holiday is observed by the County, each part-time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by 8 hours, without a reduction in pay. For example, a part-time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday (24/40 multiplied by 8=4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "part-time employee's holiday hours."

When the number of hours in a part-time employee's scheduled work day that falls on a holiday ("scheduled work hours") is less than the employee's part-time employee's holiday hours, the employee also is entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between the employee's scheduled work hours and the employee's part-time employee's holiday hours.

When the number of hours in a part-time employee's scheduled work day that falls on a holiday (scheduled work hours) is more than the employee's part-time

employee's holiday hours, the employee must use non-sick leave accruals for the difference between the employee's scheduled work hours and the employee's part-time employee's holiday hours. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

- 1.15 No Overtime Pay, Holiday Pay, or Comp Time: Unrepresented, management, and exempt employees are not entitled to receive overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 11).

1.16 Personal Holiday Credit:

A. County Librarian. The County Librarian is entitled to accrue two (2) hours of personal holiday credit each month. The County Librarian may accrue no more than twenty four (24) hours of personal holiday credit. On separation from County service, the County Librarian will be paid for any unused personal holiday credit hours at his/her then current rate of pay, up to a maximum of twenty four (24) hours.

B. Other Employees. Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

- 1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

However, for the Director of Employment and Human Services (job code XAA2, County Welfare Director) only, the monthly accrual amount is 12 hours for the first 13 years of County service and the maximum cumulative hours is 240 for the first 11 years of County service. Thereafter, the Director is subject to the maximums set forth in the above chart.

Each employee is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

- 1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.7 (Sick Leave Policy) adopted on October 17, 1997, as periodically amended.
- 1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.
- 1.20 Family Care Leave: The provisions of Section 1006.3 of the Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution, except that such employees are not entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees are entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which period is to be measured backward from the date the employee uses FMLA leave.
- 1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to the use of accruals while on leave without pay, apply to all employees covered by this Resolution.

## **2. Health, Dental, and Related Benefits**

- 2.10 Application:
  - a. Employees in classifications who receive health care coverage from County Plans: The following Sections apply to all employees in classifications covered by this Resolution who receive health care coverage from County Plans and do not receive health plan coverage through CalPERS: Section 2.11 "Health Plan Coverages," Section 2.12 "County Health and Dental Plan Contribution Rates," Section 2.13 "Retirement Coverage," Section 2.14 "Layoff and Other Loss of Coverage," Section 2.15 "Health Plan Coverages"

and Provisions,” and Section 2.16 “Family Member Eligibility.”

- b. Employees in classifications who receive health care coverage from CalPERS: The following Sections apply to all employees in the classifications listed in Exhibit E: Section 2.17 “CalPERS Controls,” Section 2.18 “Contra Costa Health Plan (CCHP),” Section 2.19 “CalPERS Health Plan Monthly Premium Subsidy,” Section 2.20 “CalPERS Retirement Coverage,” Section 2.21 “CalPERS Premium Payments,” and Section 2.22 “Dental Plan - CalPERS Participants.”
- c. General provisions: The following Sections apply to all employees in all the classifications covered by this Resolution: Section 2.23 “Dual Coverage,” Section 2.24 “Life Insurance Benefit Under Health and Dental Plans,” Section 2.25 “Supplemental Life Insurance,” Section 2.26 “Catastrophic Leave Bank,” Section 2.27 “Health Care Spending Account,” Sections 2.28 “PERS Long-Term Care,” Section 2.29 “Dependent Care Assistance Program,” Section 2.30 “Premium Conversion Plan,” and Section 2.31 “Prevailing Section.”

**2.A. Employees In Classifications Who Receive Health Care Coverage From County Plans**

2.11 Health Plan Coverages: The County will provide the medical and dental coverage for Management, Exempt, and Unrepresented employees and for their eligible family members, expressed in one of the Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- a. Contra Costa Health Plans (CCHP)
- b. Kaiser Permanente Health Plan
- c. Health Net
- d. Delta Dental
- e. DeltaCare (PMI)

2.12 Monthly Premium Subsidy:

- a. For each health and/or dental plan, the County’s monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:
  - 1. Contra Costa County Health Plan, (CCHP), Plan A  
Single: \$509.92  
Family: \$1,214.90
  - 2. Contra Costa County Health Plan, (CCHP) Plan B  
Single: \$528.50  
Family: \$1,255.79
  - 3. Kaiser Permanente Health Plan

Single: \$478.91  
Family: \$1,115.84

4. Health Net HMO  
Single: \$627.79  
Family: \$1,540.02

5. Health Net PPO  
Single: \$604.60  
Family: \$1,436.25

6. Delta Dental with CCHP A or B  
Single: \$41.17  
Family: \$93.00

7. Delta Dental with Kaiser or Health Net  
Single: \$34.02  
Family: \$76.77

8. Delta Dental without a Health Plan  
Single: \$43.35  
Family: \$97.81

9. DeltaCare (PMI) with CCHP A or B  
Single: \$25.41  
Family: \$54.91

10. DeltaCare (PMI) with Kaiser or Health Net  
Single: \$21.31  
Family: \$46.05

11. DeltaCare (PMI) without a Health Plan  
Single: \$27.31  
Family: \$59.03

- b. If the County contracts with a health or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that health plan for employees and their eligible family members.
- c. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

2.13 Retirement Coverage:

- a. Upon Retirement:

1. Upon retirement and for the term of this resolution, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 2.12(a) for eligible retirees and their eligible family members.
  2. Any person who becomes age 65 on or after January 1, 2009 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
  3. For employees hired on or after January 1, 2009 and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health and/or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy. This provision does not apply to any member of the Board of Supervisors who was a County employee when elected to the Board of Supervisors with a County employee hire date that is earlier than January 1, 2009.
- b. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - i. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - ii. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - iii. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and

iv. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage as similarly situated retirees who did not defer retirement.

8. This subpart b "Employees Who File for Deferred Retirement" does not apply to any employee in any classification listed in Exhibit E.

- c. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (a) and (b), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Resolution.
- d. Subject to the provisions of Section 2.13, subparts (a), (b), and (c), and upon retirement and for the term of this resolution, the following employees (and their eligible family members) are eligible to receive a monthly premium



subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: County Elected and Appointed Department Heads, Management Employees, Exempt Employees, Unrepresented Employees, and each employee who retired from a position or classification that was unrepresented at the time of his or her retirement.

- e. For purposes of this Section 2.13 only, “eligible family members” does not include Survivors of employees or retirees.

2.14 Layoff and Other Loss of Coverage:

- a. If a husband and wife both work for the County and one (1) of them is laid off, the remaining employee, if eligible, will be allowed to enroll or transfer into the health and/or dental coverage combination of his/her choice.
- b. An eligible employee who loses medical or dental coverage through a spouse or partner not employed by the County will be allowed to enroll or transfer into the County health and/or dental plan of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse’s plan.

2.15 Health Plan Coverages and Provisions: The following provisions are applicable to County Health and Dental Plan participation:

- a. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less and permanent-intermittent employees may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee’s full expense.
- b. Employee Contribution Deficiencies: The County’s contributions to the Health Plan and/or Dental Plan premiums are payable for any month in which the employee is paid. If an employee’s compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the unpaid amount to the Auditor-Controller. The responsibility for this payment rests solely with the employee.
- c. Leave of Absence: The County will continue to pay the County shares of health and/or dental plan premiums for enrolled employees who are on an approved paid or unpaid leave of absence for a period of thirty (30) days or more provided the employee’s share of the premiums is paid by the employee.
- d. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental

plan coverage to the extent provided by the COBRA laws and regulations.

2.16 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

A. Health Insurance

1. Eligible Dependents:
  - a. Employee's legal spouse
  - b. Employee's qualified domestic partner
  - c. Employee's child to age 26
  - d. Employee's disabled child who is over age 26, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child attainment of age 19.
2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

1. Eligible Dependents:
  - a. Employee's legal spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) under age 19; or
    - (2) Age 19 or above, but under age 24; and who
      - i. Resides with the employee for more than 50% of the year, excluding time living at school; and
      - ii. Receives at least 50% of support from employee; and
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's disabled child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

**2.B. Employees In Classifications Who Receive Health Care Coverage From**

## **CalPERS**

- 2.17 CalPERS Controls: The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.
- 2.18 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, employees and COBRA counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.
- 2.19 CalPERS Health Plan Monthly Premium Subsidy: The County's subsidy to the CalPERS monthly health plan premiums is as provided below. The employee must pay any CalPERS health plan premium costs that are greater than the County's subsidies identified below.
- a. County Health Plan Premium Subsidy. Beginning on January 1, 2010, and for each calendar year thereafter, the amount of the County premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the CalPERS statutory minimum employer monthly health plan premium subsidy or the following monthly health plan premium subsidy, whichever is greater:
- |  |           |
|--|-----------|
| Employee/Retiree/Survivor Only                     | \$478.69  |
| Employee/Retiree/Survivor & One Dependent          | \$957.38  |
| Employee/Retiree/Survivor & Two or more Dependents | \$1228.67 |
- b. In the event that the County health plan premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable health plan premium.
- 2.20 CalPERS Retirement Coverage: Government Code section 22892 applies to all employees in those classifications listed in Exhibit E.
- 2.21 CalPERS Premium Payments: Employee participation in any CalPERS health plan is contingent upon the employee authorizing payroll deduction by the County of the employee's share of the premium cost. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee's share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests

solely with the employee.

**2.22 Dental Plan - CalPERS Participants:**

- a. Employees in the classifications listed in Exhibit E may participate in any available County Group Dental Plan. The County may change dental plan providers at any time during the term of this resolution.
- b. Dental Plan Monthly Premium Subsidy. On and after January 1, 2010, the provisions of Section 2.12 "Monthly Premium Subsidy," relating to the County subsidies for dental coverage, apply to all classifications listed in Exhibit E.
- c. As to dental coverage only, the following Sections apply to all classifications listed in Exhibit E: Section 2.13 "Retirement Coverage," Section 2.14 "Layoff and Other Loss of Coverage," Section 2.15 "Health Plan Coverages and Provisions," and Section 2.16 "Family Member Eligibility Criteria."

**2.C. All Employees**

**2.23 Dual Coverage:**

- a. Each employee and retiree may be covered by only a single County health (or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- b. All dependents, as defined in Section 2.16, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- c. For purposes of this Section 2.23 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including but not limited to, the Contra Costa County Fire Protection District.

**2.24 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

**2.25 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this resolution, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred

thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

- 2.26 Catastrophic Leave Bank: All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted from the donor's existing balances and credited to the bank or to a specific eligible employee.
- a. The County Human Resources Department operates a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or personal holiday credit be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability that manifests itself during employment.
  - b. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals is subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet once a month, if necessary, to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.
  - c. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.
  - d. To receive credits under this plan, an employee must have permanent status, have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence, and have medical verification of need.

- e. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
  - f. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.
  - g. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.
  - h. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
  - i. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account.
  - j. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.
- 2.27 Health Care Spending Account: After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, before taxes, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

- 2.28 PERS Long-Term Care: The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.
- 2.29 Dependent Care Assistance Program: The County will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.
- 2.30 Premium Conversion Plan: The County will continue to offer the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.
- 2.31 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental, and Related Benefits) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 2. Health, Dental, and Related Benefits) will prevail.
3. **Personal Protective Equipment**: The County will reimburse employees for safety shoes and prescription safety eyeglasses in those Management, Exempt and Unrepresented classifications which the County Administrator has determined eligible for such reimbursement.
- 3.10 Safety Shoes. The County will reimburse eligible employees for the purchase and repair of safety shoes in an amount not to exceed two hundred seventy-five dollars (\$275) for each two (2) year period beginning on January 1, 2002. There is no limit on the number of shoes or repairs allowed.
- 3.11 Safety Eyeglasses. The County will reimburse eligible Management, Exempt and Unrepresented employees for prescription safety eyeglasses which are approved by the County and are obtained from an establishment approved by the County.
4. **Mileage Reimbursement**: The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later.

## **5. Retirement Contributions:**

- 5.10 No County Subvention. Effective on October 1, 2011, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost-of-living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. Except as provided in Section 36 (District Attorney Investigator - Safety Employees Retirement Tier) Section 44 (Probation - Safety Employees Retirement Tiers) and Section 53 (Safety Employees Retirement Tiers- Miscellaneous Safety Classifications), the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.
- 5.11 414H2 Participation. The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as required by statute.

## **6. New Retirement Plan:**

- A. PEPRA for Employees who become CCCERA Members on or after January 1, 2013. For employees who, under the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012), become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by PEPRA. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.
- B. COLA. For employees hired by the County on and after January 1, 2014, who, under PEPRA, become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
- C. DISABILITY STANDARD. For employees, who under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.



D. This section 6 does not apply to employees who are safety members of the Contra Costa County Employees Retirement Association.

**7. Training:**

7.10 Career Development Training Reimbursement: All full-time employees (excluding attorney classes) are eligible for career development training reimbursement not to exceed seven hundred fifty dollars (\$750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

7.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Department Head, for the purpose of developing knowledge, skills, and abilities in the areas of supervision, management, and County policies and procedures. Up to thirty (30) hours of such training time is recommended annually.

- a. Departments are encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.
- b. To encourage personal and professional growth, the County provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provision for eligibility and reimbursement is identified in Administrative Bulletin 112.9.
- c. The Department Head is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

**8. Bilingual Pay Differential:** A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars (\$100.00) per month.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County, and such designations may be amended or deleted at any time.

**9. Higher Pay for Work in a Higher Classification:** The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the completion of the 40th

consecutive hour in the assignment, retroactive to the beginning of the second full day of work in the assignment.

**10. Workers' Compensation and Continuing Pay:** For all accepted workers' compensation claims filed with the County during calendar year 2007, employees will receive eighty percent (80%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. For all accepted workers' compensation claims filed with the County on or after January 1, 2008, employees will receive seventy five percent (75%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Pay based on accepted workers' compensation claims filed before January 1, 2007, but after December 31, 1999, will be paid as provided in Resolution No. 2006/22. Pay based on accepted workers' compensation claims filed before January 1, 2000, will be paid as provided in resolution No. 96/488. If workers' compensation benefits become taxable income, the County will restore the former benefit level, one hundred percent (100%) of regular monthly salary.

10.10 Waiting Period: There is a three (3) calendar day waiting period before workers' compensation benefits commence. If the injured worker loses any time on the date of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period is the first three (3) days following the date of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for workers' compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

10.11 Continuing Pay: A permanent employee will receive the applicable percentage of regular monthly salary in lieu of workers' compensation during any period of compensable temporary disability not to exceed one year. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation under workers' compensation law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section will terminate. No charge will be made against sick leave or vacation for these salary payments. Sick leave and vacation rights do not accrue for those periods during which continuing pay is received. Employees are entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary workers' compensation benefits commence and continues until either the member is declared medically permanent/stationary, or until one (1) year of continuing pay, whichever comes

first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid workers' compensation benefits as prescribed by workers' compensation laws. All continuing pay must be cleared through the County Administrator's Office, Risk Management Division.

- 10.12 Physician Visits: Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee is allowed time off, up to three (3) hours for such treatment, without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.
- 10.13 Labor Code §4850 Exclusion: The foregoing provisions for workers' compensation and continuing pay are inapplicable in the case of employees entitled to benefits under Labor Code Section 4850.

## **11. Other Terms and Conditions of Employment**

- 11.10 Overtime Exempt Exclusion: Employees in unrepresented, management, and exempt classifications are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Instead, these employees are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules. However, unrepresented, management, and exempt employees may be made eligible for overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay, only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and procedures for the Overtime Exempt Exclusion List are set forth in the County Administrator's memo of November 6, 2002, as may be amended.

Employees may be approved for placement on the Overtime Exempt Exclusion List if and when they are assigned to a special or temporary project or task that requires persistent, excess work hours, without relief from their regular job duties. Overtime pay will not be authorized as a means to address normal staffing or operational issues.

- 11.11 Overtime: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work exceeding eight (8) hours in a day or forty (40) hours in a week.
- 11.12 Length of Service Credits: Length of service credit dates from the beginning of the last period of continuous County employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates from a permanent position in good standing and is subsequently re-employed in a permanent County position within two (2) years from the date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at the time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.
- 11.13 Mirror Classifications: As determined in the sole discretion of the Director of Human Resources, employees in unrepresented job classifications that mirror Management, represented or unrepresented job classifications may receive the salary and fringe benefits that are received by employees in the mirror classification.
- 11.14 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision of any Deep Class Resolution.
- 11.15 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

## **II. BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES**

Management and Exempt employees will receive the benefits set forth in Part I and also the following additional benefits:

### **12. Management Longevity Pay:**

#### **12.10 Ten Years of Service:**

- a. Employees who have completed ten (10) years of service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.

- b. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the terms of this Resolution are eligible to receive a five percent (5%) longevity differential upon the completion of ten years of service effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- c. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.
- d. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than ten (10) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

#### 12.11 Fifteen Years of Service:

- a. Employees who have completed fifteen (15) years of service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.
- b. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the terms of this Resolution are eligible to receive an additional two and one-half percent (2.5%) longevity differential upon the completion of fifteen (15) years of service effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.
- c. This section does not apply to employees who are eligible to receive the District Attorney Inspectors Longevity Differential set forth in Section 34 or the Sheriff Law Enforcement Longevity Differential set forth in Section 49.

- d. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.
- e. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than fifteen (15) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

**13. Deferred Compensation:**

A. Deferred Compensation Incentive. The County will contribute eighty-five dollars (\$85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

Employees with Current Monthly Salary of:	Qualifying Base Contribution Amount	Monthly Contribution Required to Maintain Incentive Program Eligibility
\$2,500 and below	\$250	\$50
\$2,501 – 3,334	\$500	\$50
\$3,335 – 4,167	\$750	\$50
\$4,168 – 5,000	\$1,000	\$50
\$5,001 – 5,834	\$1,500	\$100
\$5,835 – 6,667	\$2,000	\$100
\$6,668 and above	\$2,500	\$100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar (\$85) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

B. Special Benefit for Permanent Employees Hired on and after January 1, 2009.

1. Beginning on April 1, 2009 and for the term of this resolution, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:

- a. The employee must be hired by Contra Costa County on or after January 1, 2009.
- b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
- c. The employee must have been employed by Contra Costa County for at least 90 calendar days.
- d. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
- e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
- f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

C. No Cross Crediting. The amounts contributed by the employee and the County pursuant to Subsection B do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's \$25 per month minimum contribution required by Subsection B.

D. Maximum Annual Contribution. All of the employee and County contributions set forth in Subsections A and B will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

E. Eligibility for Loan Program. All employees are eligible to apply for loans from the Contra Costa County Deferred Compensation Plan loan program established by the Board of Supervisors on June 26, 2012, by Resolution No. 2012/298.

**14. Annual Management Administrative Leave:**

- A. On January 1 of each year, all full-time management and exempt employees in paid status will be credited with ninety four (94) hours of paid Management Administrative Leave. All Management Administrative Leave time is non-accruable and all balances will be zeroed out on December 31 of each year.
  - B. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.
  - C. Employees appointed (hired or promoted) to management or exempt positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.
  - D. Management and exempt employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the employee is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave. This section does not apply to the unrepresented, management, and exempt attorneys of the Offices of the District Attorney, County Counsel, and Public Defender. (See Section 31.)
15. **Management Life Insurance:** Employees are covered at County expense by term life insurance in the amount of fifty seven thousand dollars (\$57,000) in addition to the insurance provided in Section 2.24.
16. **Vacation Buy Back:**
- A. **Employees Hired Before April 1, 2011:**
    - 1. Employees hired before April 1, 2011, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once every thirteen (13) months and there must be at least 12 full months between each election; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any one sale is one-third (1/3) of the annual accrual.
    - 2. Lump Sum Payments. Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the



percentage difference in base pay rates upon which the lump-sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

**B. Employees Hired On and After April 1, 2011 and the County Librarian:**

1. Employees hired on and after April 1, 2011, and the County Librarian may not elect payment of their vacation accruals, unless the employee was eligible for a Vacation Buy Back benefit before being promoted into any classification covered by this Resolution.

- 17. Professional Development Reimbursement:** Employees (excluding Department Heads, their Chief Assistant(s), Engineering Managers, and all Attorney classes) are eligible for reimbursement of up to six hundred twenty-five dollars (\$625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be answered by the Office of the County Administrator.

- 18. Sick Leave Incentive Plan:** Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

- A. The employee must have resigned in good standing.
- B. Payout is not available if the employee is eligible to retire.
- C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.

D. Payout is by the following schedule:

<u>Years of Payment Continuous Service</u>	<u>Payment of Unused Sick Leave Payable</u>
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

F. It is the intent of the Board of Supervisors that payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

19. **Video Display Terminal (VDT) Users Eye Examination:** Employees are eligible to receive an annual eye examination on County time and at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription VDT eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic VDT eye wear consisting of a ten dollar (\$10) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

20. **Long-Term Disability Insurance:** The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits.

### **III. BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS**

Department Heads will receive the benefits set forth in Part I and Part II and the following additional benefits:

21. **Executive Automobile Allowance:**

A. Elected Department Heads

The below-listed elected Department Heads are eligible to receive a \$600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the elected Department Head must use a private automobile for County business.

Assessor (DAA1)  
Auditor–Controller (SAA1)  
Clerk–Recorder (ALA1)  
District Attorney–Public Administrator (2KA1)  
Treasurer–Tax Collector (S5A1)

The Sheriff-Coroner (6XA1) is eligible to receive a \$500 per month automobile allowance plus mileage for miles driven inside and outside of Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the Sheriff-Coroner must use a private automobile for County business.

B. Appointed Department Heads appointed prior to February 1, 2012

The below-listed Department Heads who were appointed to their positions prior to February 1, 2012 are eligible to receive a \$600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the appointed Department Head must use a private automobile for County business.

County Administrator (ADA2)  
Chief Assistant County Administrator (ADB1)  
County Counsel (2EA1)  
County Probation Officer (7AA1)  
Director of Animal Services (BJA1)  
Director of Child Support Services (SMA1)  
Director of Conservation and Development (4AA1)  
Director of Health Services (VCA1)  
Director of Information Technology (LTA1)  
Public Defender (25A1)  
Public Works Director (NAA1)

C. Appointed Department Heads appointed on and after February 1, 2012

Every appointed Department Head is ineligible to receive an automobile allowance.

D. Temporary Loss of Vehicle

If use of a County vehicle is temporarily required as the result of an emergency, such as an accident or mechanical failure to the recipient's personal automobile, a

County vehicle may be used if approved by the County Administrator or his/her designee. The user's department will be charged for the costs of the temporary use of the County vehicle. Further, the user of the County vehicle will not receive his/her automobile allowance while using the County vehicle.

22. **Executive Life Insurance:** In lieu of the insurance provided under Section 15, Department Heads are covered at County expense by term life insurance in the amount of sixty thousand dollars (\$60,000) additional to the insurance provided under Section 2.12.
23. **Executive Professional Development Reimbursement:** Department Heads and those chief assistants listed in Exhibit D (excluding Attorney classes) are eligible for reimbursement of up to nine hundred twenty-five dollars (\$925) for each two (2) year period beginning January 1, 1999 for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software, such as blackberries, I-phones, and treos (excluding automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each executive professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be determined by the Office of the County Administrator.

24. **Appointed Department Heads:** The Appointed Department Heads are the Agricultural Commissioner/Director of Weights and Measures, Chief Assistant County Administrator, County Counsel, County Finance Director, County Librarian, County Probation Officer, County Veteran's Services Officer, Director of Employment and Human Services, Director of Animal Services, Director of Child Support Services, Director of Conservation and Development, Director of Health Services, Director of Human Resources, Director of Information Technology, Public Defender, and the Public Works Director. (The Fire Chief of the Contra Costa County Fire Protection District is also an appointed Department Head, but the benefits for the Fire Chief are set forth in a separate Fire Management Resolution.)
25. **Elected Department Heads:** The Elected Department Heads are the Assessor, Auditor–Controller, Clerk–Recorder, District Attorney–Public Administrator, Sheriff–Coroner, and Treasurer–Tax Collector.

26. **Elected Department Head Benefits:** Elected Department Heads will receive only the following benefits under Parts I, II, and III, together with such benefits as may be authorized under Part IV:
- A. All Elected Department Heads will receive the benefits set forth in Part I, Sections 5, 6, 7, 8, 10, and 11.12.
  - B. Elected Department Heads will receive the benefits set forth in Part I, Section 2 in accordance with the following:
    - 1. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is earlier than January 1, 2009, will receive the benefits set forth in Part I, Section 2, except the provisions set forth in Section 2.13 (a) (3) do not apply.
    - 2. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is on or after January 1, 2009, will receive all of the benefits set forth in Part I, Section 2.
    - 3. Those Elected Department Heads who were not County employees when elected to County office will receive all of the benefits set forth in Part I, Section 2.
  - C. All Elected Department Heads will receive the benefits set forth in Part II, Sections 13 and 20.
  - D. Elected Department Heads will not receive the benefits set forth in Part II, Section 12, except for those Elected Department Heads who are in their elected office and receiving longevity pay as of October 1, 2010.
  - E. As compensation for not accruing paid vacation credit, in addition to the benefits of Part II, Section 13, twelve thousand dollars (\$12,000) as a deferred compensation contribution will be added to the elected department head's deferred compensation account effective July 1 of each year (commencing July 1, 2007). If after July 1, but prior to June 30 of the next succeeding year, for any reason, the elected department head's occupancy of office terminates and/or expires, the elected department head is entitled to an additional deferred compensation account contribution prorated from July 1 to include the time period the elected department head served prior to the next June 30. Further, if, for any reason, all or part of such deferred compensation cannot be paid into a deferred compensation account the elected department head is entitled to an equivalent lump-sum payment. None of the County's twelve thousand dollar (\$12,000) contribution may be used to establish eligibility and qualification to receive the additional eighty-five dollars (\$85) monthly Deferred Compensation Incentive contribution otherwise provided by the County.
  - F. All Elected Department Heads will receive the benefits set forth in Part III,

Sections 21, 22, and 23.

- G. A County employee who becomes a County elected official may receive payment for unused vacation accruals only at the rate of pay that the elected official last earned as a County employee. The elected official may not be paid for unused vacation accruals at the rate of pay earned as an elected official.
- H. Only the Board of Supervisors is authorized to prescribe the compensation of County elected officials pursuant to Government Code section 25300.

#### **IV. SPECIAL BENEFITS FOR MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS**

- 27. **Accounting Certificate Differential:** Incumbents of Management professional accounting, auditing or fiscal officer positions who possess one of the following certifications in good standing will receive a differential of five percent (5%) of base monthly salary: (1) A valid Certified Public Accountant (CPA) license issued by the State of California, Department of Consumer Affairs, Board of Accountancy; (2) a Certified Internal Auditor (CIA) certification issued by the Institute of Internal Auditors; (3) a Certified Management Accountant (CMA) certification issued by the Institute of Management Accountants; or (4) a Certified Government Financial Manager (CGFM) certification issued by the Association of Government Accountants.
- 28. **Animal Services Search Warrant:** Employees in the management class of Deputy Director of Animal Services (BJD1) will be compensated for time spent in assisting law enforcement agencies in the serving of search warrants. The amount of special compensation per incident is one hundred dollars (\$100) and it will continue to be equal to that paid to Animal Services Officers for performing this duty. Only employees involved in actual entry team activities will be so compensated. The department continues to retain the sole right to select and assign personnel to such search warrant duty.
- 29. **Animal Services Uniform Allowance:** The uniform allowance for employees in the management class of Deputy Director of Animal Services (BJD1) is eight hundred dollars (\$800) effective July 1, 2001, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any other increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to the Animal Services Management classes.
- 30. **Attorney State Bar Dues and Professional Development Reimbursement:**
  - 30.10 **State Bar Dues Reimbursement.** The County will reimburse employees in the classes set forth below for California State Bar Membership dues (but not penalty fees) and, if annually approved in advance by the Department Head,

fees for criminal and/or civil specialization.

- 30.11 Professional Development Reimbursement. The County will reimburse employees in the classes listed in Section 30.12 up to a maximum of seven hundred dollars (\$700) each fiscal year for the following types of expenses:

- A. Purchase of job-related computer hardware and software.
- B. Membership dues in legal professional associations.
- C. Purchase of legal publications.
- D. Training and travel costs for job-related educational courses.
- E. Legal on-line computer services.

Any unused accrual may be carried forward to the next fiscal year up to a maximum of eight hundred dollars (\$800).

- 30.12 Eligible Classes.

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)  
Assistant District Attorney-Exempt (2KD3)  
Assistant Public Defender-Exempt (25D2)  
Chief Asst. County Counsel-Exempt (2ED2)  
Chief Asst. Deputy District Atty-Exempt (2KD2)  
Chief Assistant Public Defender-Exempt (25D1)  
Chief Trial Deputy Public Defender (25DB)  
Civil Litigation Attorney-Advanced (2ETG)  
Civil Litigation Attorney-Standard (2ETF)  
Civil Litigation Attorney-Basic (2ETE)  
County Counsel (2EA1)  
Deputy County Counsel-Advanced (2ETK)  
Deputy County Counsel-Standard (2ETJ)  
Deputy County Counsel-Basic (2ETH)  
Deputy County Counsel- Advanced- Exempt (2ET3)  
Deputy County Counsel- Standard- Exempt (2ET2)  
Deputy County Counsel-Basic- Exempt (2ET1)  
District Attorney-Public Administrator (2KA1)  
Public Defender (25A1)  
Senior Deputy District Attorney-Exempt (2KD1)  
Senior Financial Counsel-Exempt (2ED3)  
Supervising Attorney-Child Support Services (29HA)  
Attorney Basic-Child Support Services (29VA)  
Attorney Advanced-Child Support Services (29TA)

**31. Attorney Management Administrative Leave and Additional Longevity Pay:**

**31.10 Attorney Management Administrative Leave.**

- A. On January 1<sup>st</sup> of each year, the employees in the classes set forth below who are in paid status, excluding fixed-term employees and contract attorneys, will be credited with ninety four (94) hours of Management Administrative Leave. Management Administrative Leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.
- B. Attorneys appointed between January 1<sup>st</sup> and June 30<sup>th</sup>, inclusive, are eligible for ninety four (94) hours of Management Administrative Leave on the first succeeding January 1<sup>st</sup> and annually thereafter. Attorneys appointed on or after July 1<sup>st</sup> are eligible for seventy one (71) hours of Management Administrative Leave on the first succeeding January 1<sup>st</sup> and are eligible for ninety four (94) hours annually thereafter.
- C. Permanent part time attorneys are eligible for Management Administrative Leave on a prorated basis, based upon their position hours, beginning on January 1<sup>st</sup> following their appointment and in the same proportion on each January 1<sup>st</sup> thereafter. Permanent-intermittent attorneys are not entitled to Management Administrative Leave. Any attorney on a leave of absence will have his/her Management Administrative Leave hours pro rated upon his/her return.
- D. Unrepresented, management, and exempt attorneys on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the attorney is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Management Administrative Leave.

**31.11 Additional Longevity Pay at 20 Years of County Service.**

In addition to the Longevity Pay provided in Section 12 of this resolution, employees in the classes set forth below are eligible to receive an additional two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award, beginning on November 1, 2012. For those employees who have twenty years of service on or before November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

**31.12 Eligible Classes.**

This section applies only to the following classifications:



Assistant County Counsel-Exempt (2ED1)  
 Assistant District Attorney-Exempt (2KD3)  
 Assistant Public Defender-Exempt (25D2)  
 Chief Asst. County Counsel-Exempt (2ED2)  
 Chief Asst. Deputy District Atty-Exempt (2KD2)  
 Chief Assistant Public Defender-Exempt (25D1)  
 Chief Trial Deputy Public Defender (25DB)  
 Civil Litigation Attorney-Advanced (2ETG)  
 Civil Litigation Attorney-Standard (2ETF)  
 Civil Litigation Attorney-Basic (2ETE)  
 County Counsel (2EA1)  
 Deputy County Counsel-Advanced (2ETK)  
 Deputy County Counsel-Standard (2ETJ)  
 Deputy County Counsel-Basic (2ETH)  
 Deputy County Counsel- Advanced- Exempt (2ET3)  
 Deputy County Counsel- Standard- Exempt (2ET2)  
 Deputy County Counsel-Basic- Exempt (2ET1)  
 Public Defender (25A1)  
 Senior Deputy District Attorney-Exempt (2KD1)  
 Senior Financial Counsel-Exempt (2ED3)  
 Supervising Attorney-Child Support Services (29HA)  
 Attorney Basic-Child Support Services (29VA)  
 Attorney Advanced-Child Support Services (29TA)  
 Attorney Entry-Child Support Services (29WA)

32. **Assessor Education Differential:** Employees in the management class of Assistant County Assessor-Exempt (DAB1) are entitled to a salary differential of two and one-half percent (2.5%) of base monthly salary for possession of a certification for educational achievement from at least one of the following:
- A. American Institute of Real Estate Appraisers Residential Member designation.
  - B. State Board of Equalization Advanced Appraiser Certification.
  - C. International Association of Assessing Officers Residential Evaluation Specialist.
  - D. Society of Auditor-Appraiser Master Auditor-Appraiser designation.
  - E. Society of Real Estate Appraisers Senior Residential Appraiser designation.
  - F. Any other certification approved by the County Assessor and the Director of Human Resources.
33. **Certified Elections/Registration Administrator Certification Differential:** Employees in the classification of Clerk-Recorder (ALA1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for

possession of a valid Certified Elections/Registration Administrator Certificate issued by The Election Center-Professional Education Program. Verification of eligibility is by the County Administrator or designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which the County Administrator verifies eligibility.

34. **District Attorney Inspectors Longevity Differential:** Incumbents of the classes of District Attorney Chief of Inspectors—Exempt (6KD1), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors—Welfare Fraud (6KWG) are eligible for a differential of five percent (5%) of base monthly salary when the following conditions are satisfied: The employee has (1) four (4) years of experience as a peace officer with Contra Costa County; (2) fifteen (15) years of P.O.S.T. experience; and (3) has reached the age of thirty-five (35).
35. **District Attorney Inspector P.O.S.T.:** Incumbents of the classes of District Attorney Lieutenant of Inspectors (6KNB), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors—Welfare Fraud (6KWG) and District Attorney Chief of Inspectors—Exempt (6KD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one of the following career incentive allowances:
- A. A career incentive allowance of two and one-half percent (2.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors-Welfare Fraud for the possession of an Advanced P.O.S.T. certificate. This allowance will be paid to the DA Chief of Inspectors-Exempt for possession of a Management and/or Executive P.O.S.T. Certificate.
  - B. A career incentive allowance of five percent (5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors—Welfare Fraud for possession of an Advanced P.O.S.T. certificate and an approved Baccalaureate Degree. This allowance will be paid to the DA Chief of Inspectors for possession of a Management and/or Executive P.O.S.T. certificate and possession of an approved Baccalaureate Degree.
  - C. A career incentive allowance of seven and one-half percent (7.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors—Welfare Fraud for the possession of an Advanced P.O.S.T. certificate and possession of an approved Master's Degree. This allowance will be paid to the DA Chief of Inspectors—Exempt for possession of an approved Management and/or Executive P.O.S.T. certificate and possession of an approved Master's Degree. No continuing education is required in order to be entitled to any of the foregoing allowances.

**36. District Attorney Investigator - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit :**

36.10 Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. This retirement benefit is known as Safety Tier A.

1. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.

2. Effective on July 1, 2012, each employee in Tier A will pay three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.

3. Effective on June 30, 2016, these payments will cease.

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

36.11 Safety PEPRA Tier. For employees who become safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired on or after July 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

36.12 Employees with more than 30 years of Service. Commencing on July 1, 2007, eligible employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.

36.13 Eligible Classes.

This section applies only to the following classifications:

District Attorney Chief of Inspectors-Exempt (6KD1)  
District Attorney Lieutenant of Inspectors (6KNB)  
Lieutenant of Inspectors-Welfare Fraud (6KWG)  
District Attorney Director of Forensic and Technical Services (6KDC)

37. **Engineer Continuing Education Allowance:** Employees in the classification of Deputy Public Works Director-Exempt (NAD0) are eligible to receive a one year Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary if they complete at least (60) hours of approved education or training or at least three (3) semester units of approved college credit or approved combination thereof, subject to the following conditions.

- A. The specific education or training must be submitted in writing by the employee to the Public Works Director or his designee prior to beginning the course work.
- B. The education or training must be reviewed and approved in advance by the Public Works Director or his designee as having a relationship to the technical or managerial responsibilities of the employee's current or potential County job classifications.
- C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion is received and approved by the Public Works Director or his designee. This allowance automatically terminates at the end of the twelve (12) month period.

38. **Engineer Professional Development Reimbursement:** Employees in the classification of Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of seven hundred dollars (\$700) for each two (2) year period beginning on January 1, 2000. Effective July 1, 2007, the allowable reimbursement amount will be increased by one hundred fifty dollars (\$150) for a total of eight hundred fifty dollars (\$850). Effective on January 1, 2008, Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of nine hundred dollars (\$900) for each two (2) year period.

Allowable expenses include the following activities and materials directly related to the profession in which the individual is engaged as a County employee:

- A. Membership dues to professional organizations.
- B. Registration fees for attendance at professional meetings, conferences and

- seminars.
- C. Books, journals and periodicals.
- D. Tuition and text book reimbursement for accredited college or university classes.
- E. Professional license fees required by the employee's classification.
- F. Application and examination fees for registration as a professional engineer, architect or engineer-in-training.
- G. Certain job-related instruments, job-related computer hardware and software from a standardized County approved list or with Department Head approval, provided each Engineer complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals.

Individual professional development reimbursement requests require the approval of the Department Head. Reimbursement occurs through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

- 39. **Library Department Holidays:** For all management and unrepresented employees in the County Library Department, the day after Thanksgiving is deleted as a holiday and the day before Christmas is added as a holiday.
- 40. **Library Differentials:** The classifications of Library Student Assistant Exempt (3KW2) and Library Aide Exempt (3KW4) may earn the following differential pays under the following circumstances:
  - A. Employees in the above-listed classes who work between the hours of 6:00p.m. and 9:00p.m. at any County library are entitled to a differential of five percent (5%) of the employee's base rate of pay (not including differentials).
  - B. Employees in the above-listed classes who work on Saturday are entitled to a differential of five percent (5%) of the employee's base rate of pay (not including differentials). This differential does not apply to any overtime hours worked on a Saturday.
  - C. Employees in the above-listed classes who work on a Sunday are entitled to a differential of seven and one half percent (7.5%) of the employee's base rate of pay (not including differentials).
- 41. **Nursing Shift Coordinator-Per Diem Differentials:** The classification of Nursing Shift Coordinator-Per Diem (VWHD) may earn the following differential pays under the following circumstances:
  - A. Evening Shift. An employee will receive a shift differential of twelve percent (12%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 5:00 p.m. and

11:00 p.m. In order to receive the shift differential, the employee must start work between 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.

B. Night Shift. An employee will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 11:00 p.m. and 8:00 a.m. In order to receive the shift differential, the employee must start work between the hours of 7:00 p.m. and midnight or midnight and 8:00 a.m. on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.

C. Shift Differential. An employee will receive a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00 p.m. and 9:00 a.m. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m., or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count toward qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

D. Code Gray/STAT Team Differential. An employee in the above-listed class who is assigned by hospital administration to respond to emergency Code Gray calls as a member of the STAT Team is entitled to a differential of ten percent (10%) of the employee's base rate of pay (not including differentials).

42. **Nursing Shift Coordinator-Per Diem Overtime**: Employees in the classification of Nursing Shift Coordinator - Per Diem (VWHD) who work on a holiday are entitled to receive overtime pay at the rate of one and one-half (1.5) times his/her hourly rate for all hours worked on the holiday, up to a maximum of eight (8) hours.

43. **Podiatrists- Unrepresented Status**: In addition to all general benefits afforded unrepresented employees in Section I of this Resolution, the class of Exempt Medical Staff Podiatrist (VPS2) is also eligible for the following benefits:

Educational Leave. Each permanent full-time employee with at least one (1) year of service is entitled to five (5) days leave with pay each year to attend courses, institutions, workshops or classes which meet requirements for American Medical Association Category One Continuing Medical Education. Requests must be submitted for approval in advance to the Medical Director and Service Chief. Permanent part-time employees are entitled to educational leave under this section on a pro-rated basis.

Long-Term Disability Insurance: The County will continue the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

Malpractice Coverage. The County will provide coverage under the Continuing Practice Physician's Insurance Plan.

Paid Personal Leave. Permanent full-time employees with three (3) years of service will be credited with five (5) days of non-accruable paid personal leave effective January 1 of each calendar year. Balances not used will be returned to zero (0) at the end of each year. Permanent part-time employees are entitled to paid personal leave under this section on a pro-rated basis.

**44. Probation - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit:**

44.10 Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

1. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

2. For the period of July 1, 2012 through and including December 31, 2014, each employee in Tier A will pay four and one half percent (4.5%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

3. For the period of January 1, 2015 through and including June 29, 2015, each employee will pay two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

4. Effective on June 30, 2015, each employee's payment of two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits will cease.

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

44.11 Safety PEPRA Tier. For employees who become Safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

44.12 Eligible Classes.

This section applies only to the following classifications:

Assistant County Probation Officer-Exempt (7AB1)  
County Probation Officer-Exempt (7AA1)  
Chief Deputy Probation Officer (7ADC)  
Institutional Supervisor II (7KGA)  
Probation Manager (7AGB)  
Probation Director (7BFA)

45. **Real Property Agent Advanced Certificate Differential:** Employees in the classifications of Assessor (DAA1), Assistant County Assessor (DAB1), and Real Estate Manager-Exempt (DYD1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possessing and maintaining either a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association (IRWA) or a certification issued by the Building Owners and Managers Institute (BOMI) with a designation as either a Real Property Administrator (RPA) or Facilities Management Administrator (FMA). Verification of eligibility will be by the Department Head or his/her designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which eligibility is verified by the Department Head.

All employees who qualify for the Senior Member certificate must recertify every five (5) years with the International Right of Way Association in order to retain the Senior Member designation and continue to receive the differential. In order to recertify, a Senior Member must accumulate seventy-five (75) hours of approved education which may include successfully completing courses, attending educational seminars or teaching approved courses.

All employees who qualify for the RPA or FMA designation must recertify every three (3) years with BOMI in order to retain the RPA or FMA designation and continue to receive this differential. In order to retain certification, an employee must achieve eighteen (18) points of continuing professional development, which may include successfully completing courses, attending educational seminars, or teaching approved courses related to the industry.

46. **Sheriff Sworn Management P.O.S.T.:**

A. Incumbents of the classes of Sheriff-Coroner (6XA1), Undersheriff-Exempt



(6XB4), Assistant Sheriff- Exempt (6XB2) and Commander–Exempt (6XD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:

1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Baccalaureate Degree.
2. A career allowance of five percent (5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Master's Degree.

B. Incumbents in the class of Chief of Police-Contract Agency-Exempt who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:

1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of an Advanced P.O.S.T. Certificate.
2. A career incentive allowance of five percent (5%) will be awarded for the possession of an Advanced P.O.S.T. Certificate and possession of an approved Baccalaureate or Master's Degree.

**47. Sheriff Continuing Education Allowance:** Sheriff's Department employees in the classifications of Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC) are eligible to receive a Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary for any fiscal year in which they complete at least sixty (60) hours of education or training or at least three(3) semester units of college credit or a combination thereof, approved by the department, subject to all of the following conditions:

- A. An application must be submitted in advance, to the Sheriff's Department prior to the fiscal year in which the education or training will occur.
- B. The education or training must be directly related to the technical or Management duties of the employee's job.
- C. The course must be reviewed and approved in advance by the Sheriff's Department Standards and Resources Bureau.
- D. The employee must show evidence of completion with a passing grade.

**48. Sheriff Emergency Services Standby Differential:** Employees in the

classification of Emergency Planning Specialist–Exempt (9GS1) who perform standby duty for the Office of Emergency Services at least one (1) week per month, are entitled to receive a differential in the amount of two and one-half percent (2.5%) of base monthly salary.

**49. Sheriff Law Enforcement Longevity Differential:**

49.10. 15 years of sworn County service. Incumbents in the classifications of Undersheriff (6XB4), Assistant Sheriff- Exempt (6XB2), Commander (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of five percent (5%) of base monthly salary upon completion of fifteen (15) years of County service as a full-time, permanent, sworn law enforcement officer.

49.11. 20 years of sworn County service. Incumbents in the classifications of Undersheriff (6XB4), Assistant Sheriff- Exempt (6XB2), Commander (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of two percent (2%) of base monthly salary upon completion of twenty (20) years of County service as a full-time, permanent, sworn law enforcement officer. For employees who completed twenty (20) years of such service on or before September 1, 2013, this longevity differential will be paid prospectively only from September 1, 2013.

**50. Sheriff Uniform Allowance:** The Sheriff-Coroner (6XA1), Undersheriff (6XB4), Assistant Sheriff- Exempt (6XB2), Commander (6XD1), Chief of Police-Contract Agency-Exempt (6XF1) and non-sworn management employees in the Sheriff-Coroner's Department will be paid a uniform allowance in the amount of eight hundred seventy-two dollars (\$872) per year effective July 1, 2007, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. The non-sworn management employees eligible for this uniform allowance are: Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC).

**51. Sheriff - Detention Division Meals:** Employees assigned to the Detention Division will have fifteen dollars (\$15.00) per month deducted from their pay checks in exchange for meals provided by the Department. The employee may choose not to eat facility food. In that case, no fees will be deducted.

**52. Sheriff - Safety Employees Retirement Tiers:**

52.10. Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are employed by the County as of December 31, 2006. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. Safety Tier A is closed to all employees initially hired by Contra Costa County after December 31, 2006.

52.11 Safety Tier C. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are hired by the County after

December 31, 2006 and on or before December 31, 2012, or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed two percent (2%) per year. The final compensation of these employees will be based on a thirty-six (36) consecutive month salary average.

52.12 Safety PEPRA Tier. For employees who become Safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. The cost of living adjustment to the retirement allowances of these employees will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

52.13 Employees with more than 30 years of Service. Commencing January 1, 2007, employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.

52.14 Retirement Tier Elections. If members of the Deputy Sheriffs' Association have the opportunity to elect different retirement tiers, employees in the classifications set forth below and employed by the County as of December 31, 2012, will be offered the same opportunity to elect the new Safety PEPRA Tier at the same time and on the same terms and conditions as are applicable to members of the Deputy Sheriffs' Association.

52.15 Eligible Classes.

This section applies only to the following classifications:

Sheriff-Coroner (6XA1)  
Undersheriff- Exempt (6XB4)  
Assistant Sheriff-Exempt (6XB2)  
Commander (6XD1)  
Chief of Police-Contract Agency-Exempt (6XF1)

**53. Safety Employees Retirement Tiers (Miscellaneous Safety Classifications) Benefit**

53.10 Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra

Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012, or who under PEPRA, become reciprocal members of CCCERA as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

1. Until September 1, 2013, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

2. For the period September 1, 2013, through and including December 31, 2014, each employee in Tier A will pay four and one half (4.5%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

3. For the period January 1, 2015, through and including June 30, 2015, each employee in Tier A will pay two and a quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.

4. Effective June 30, 2015, these payments will cease

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances used to compute retirement deductions.

53.11 Safety PEPRA Tier. For employees who become safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired by the County on or after January 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

53.12 Eligible Classes.

This section applies only to the following classifications:

Assistant Chief Public Service Officer (64BA)  
Director of Hazardous Materials Program-Exempt (VLD2)

54. **Treasurer-Tax Collector Professional Development Differential:** Treasurer-Tax Collector employees in one of the classifications listed below are eligible to receive

a monthly differential equivalent to five percent (5%) of base salary for possession of at least one (1) of the following specified professional certifications and for completion of required continuing education requirements associated with the individual certifications. Verification of eligibility for any such differential must be provided to the Auditor in writing by the Treasurer-Tax Collector or his/her designee. Under this program, no employee may receive more than a single five percent (5%) differential at one time, regardless of the number of certificates held by that employee.

This section applies only to the following classifications:

- Treasurer-Tax Collector (S5A1)
- Treasurer's Investment Officer-Exempt (S5S3)
- Assistant County Treasurer-Exempt (S5B4)
- Assistant County Tax Collector (S5DF)
- Chief Deputy Treasurer Tax Collector-Exempt (S5B2)

Qualifying Certificates:

- Certified Cash Manager (C.C.M.)
- Certified Financial Planner (C.F.P.)
- Certified Government Planner (C.G.F.P.)
- Certified Treasury Manager (C.T.M.)
- Chartered Financial Analyst (C.F.A.)

55. **Executive Assistant to the County Administrator Differential.** At the discretion of the County Administrator, an employee in the classification of Executive Assistant II to the County Administrator- Exempt (J3H2) is eligible to receive a monthly differential equivalent to five percent (5%) of base salary while the employee is performing work on special project assignments. Verification of eligibility for any such differential must be provided to the Auditor in writing by the County Administrator or his/her designee.

[EXHIBITS ATTACHED]

Exhibit A

Job Code	Classification
AP7A	ADMINISTRATIVE AIDE-DEEP CLASS
AP73	ADMINISTRATIVE AIDE-PROJECT
AP9A	ADMINISTRATIVE INTERN-DEEP CLS
APDB	ADMINISTRATIVE SVCS OFFICER
XQD2	AGING/ADULT SVCS DIRECTOR-EX
VHD1	ALCOHOL/OTHER DRUG SVCS DIR-EX
VAB1	AMBULATORY CARE CHF EXC OFC-EX
BKS1	ANIMAL CLINIC VETERINARIAN-EX
JJNG	ASSESSOR'S CLERICAL STAFF MNGR
VCS1	ASSIST TO HLTH SVC DIR - EX
9MD3	ASSISTANT DIRECTOR-PROJECT
BAB1	ASST AGR COM/WTS/MEAS-EXEMPT
64BA	ASST CHIEF PUBLIC SVC OFFICER
7AB1	ASST CO PROB OFF - EXEMPT
ADB4	ASST COUNTY ADMINISTRATOR
DAB1	ASST COUNTY ASSESSOR-EXE
SAB1	ASST COUNTY AUDITOR CONTROLLE
2ED1	ASST COUNTY COUNSEL-EXEMPT
3AB1	ASST COUNTY LIBRARIAN-EXEMPT
ALB3	ASST COUNTY RECORDER-EXEMPT
ALB1	ASST COUNTY REGISTRAR-EXEMPT
S5DF	ASST COUNTY TAX COLLECTOR
S5B4	ASST COUNTY TREASURER-EXEMPT
VCB1	ASST DIR OF HEALTH SVCS
AGB1	ASST DIR OF HUMAN RESOURCES-EX
XAD7	ASST DIR-POLICY & PLANNING-EX
2KD3	ASST DISTRICT ATTORNEY-EXEMPT
LBD4	ASST HS IT DIR-APP DEV-EX
LBD2	ASST HS IT DIR-CUSTOMER SUPP-E
LBD7	ASST HS IT DIR-INFO SECURITY-E
LBD3	ASST HS IT DIR-INFRASTRUCT-EX
LBD1	ASST HS IT DIR-PROJECT MGMT-EX
25D2	ASST PUBLIC DEFENDER-EXEMPT
AJDP	ASST RISK MANAGER
6XB2	ASST SHERIFF-EXEMPT
ADBA	ASST TO THE COUNTY ADMIN
29TA	ATTORNEY ADVANCE-CHLD SPPT SVC
29VA	ATTORNEY BASIC-CHILD SPPT SVCS
29WA	ATTORNEY ENTRY-CHILD SPPT SVCS
J995	BD OF SUPVR ASST-CHIEF ASST
J992	BD OF SUPVR ASST-GEN OFFICE
J993	BD OF SUPVR ASST-GEN SECRETARY
J994	BD OF SUPVR ASST-SPECIALIST
ADT2	CAPITAL FACILITIES ANALYST-PRJ
VPD4	CCHP MEDICAL DIRECTOR-EXEMPT

Exhibit A

Job Code	Classification
VCB2	CCRM CHIEF EXEC OFC - EXEMPT
5ABD	CHF, ANEX AND ECON STM PROG
SAGC	CHIEF ACCOUNTANT
JJDA	CHIEF ASSISTANT CLERK-BOS
2ED2	CHIEF ASST COUNTY COUNSEL
SMBA	CHIEF ASST DIRECTOR/DCSS
2KD2	CHIEF ASST DISTRICT ATTORNEY-E
25D1	CHIEF ASST PUBLIC DEFENDER
SFDB	CHIEF AUDITOR
7ADC	CHIEF DEP PROBATION OFFICER
AXD1	CHIEF DEP PUBLIC ADMIN-EXEMPT
S5B2	CHIEF DEP TREASURE/TAX COLL-EX
XAB1	CHIEF DEPUTY DIRECTOR-EXEMPT
NAB1	CHIEF DEPUTY PW DIRECTOR-EX
VCB3	CHIEF EXECUTIVE OFFICER-CCHP-E
6EH1	CHIEF INVESTIGATOR PD-EXEMPT
S5BC	CHIEF INVESTMENT OFFICER
VPS4	CHIEF MEDICAL OFFICER - EXEMPT
VWD2	CHIEF NURSING OFFICER-EXEMPT
AGD3	CHIEF OF LABOR RELATIONS - EX
VWD1	CHIEF OPERATIONS OFFICER-EXEMP
6XF1	CHIEF POLICE-CONTRACT AGENCY-EX
ADS2	CHIEF PUBLIC COMMUN OFFICER-EX
VAB2	CHIEF QUALITY OFFICER-EXEMPT
25DB	CHIEF TRIAL DEPUTY PUBLIC DEF
9JS2	CHILD NUTRT DIV NUTRI-PROJECT
9JS3	CHILD NUTRT FOOD OPER SUPV-PRJ
9CDA	CHILD SPRT SVCS MANAGER
XAD5	CHILDREN AND FAMILY SVCS DIR-E
9MH1	CHILDREN SVCS MGR-PROJECT
2ETG	CIVIL LITIG ATTY-ADVANCED
2ETE	CIVIL LITIG ATTY-BASIC LVL
2ETF	CIVIL LITIG ATTY-STANDARD
6XD1	COMMANDER-EXEMPT
CCD1	COMMUNITY SVCS DIRECTOR-EXEMPT
CCHA	COMMUNITY SVCS PERSONNEL ADMIN
9J71	COMMUNITY SVCS PERSONNEL TECH
9MS7	COMPREHENSIVE SVCS ASST MGR-PR
9MS3	COMPREHENSIVE SVCS MAN -PRJ
NAF1	COUNTY SURVEYOR-EXEMPT
CJH3	CS MENTAL HLTH CLIN SUPV-PROJ
APDD	DA CHIEF OF ADMINISTRATIVE SVC
6KD1	DA CHIEF OF INSPECTORS-EXEMPT
6KDC	DA DIR OF FORENSIC & TECH SVCS
6KNB	DA LIEUTENANT OF INSPECTORS

Exhibit A

Job Code	Classification
JJGE	DA MANAGER OF LAW OFFICES
JJHG	DA OFFICE MANAGER
J3T7	DA PROGRAM ASSISTANT-EXEMPT
4AD1	DEP DIR OF CONSERV & DEV-EX
APSA	DEPARTMENTAL FISCAL OFFICER
ADSH	DEPTL COMM & MEDIA REL COORD
LTD2	DEPUTY CIO-GIS-EXEMPT
JJHD	DEPUTY CLERK-BOARD OF SUPV
ADDG	DEPUTY CO ADMINISTRATOR
ALB2	DEPUTY CO CLERK-RECORDER-EX
2ETK	DEPUTY CO COUNSEL-ADVANCED
2ET3	DEPUTY CO COUNSEL-ADVANCED-EX
2ETH	DEPUTY CO COUNSEL-BASIC
2ET1	DEPUTY CO COUNSEL-BASIC-EXEMPT
2ETJ	DEPUTY CO COUNSEL-STANDARD
2ET2	DEPUTY CO COUNSEL-STANDARD-EX
3AFE	DEPUTY CO LIBRARIAN-PUB SVCS
3AFG	DEPUTY CO LIBRARIAN-SUPT SVCS
LWS1	DEPUTY DIR CHF INFO SEC OFC-EX
5AB2	DEPUTY DIR COM DEV/CURR-EX
5AH2	DEPUTY DIR COM DEV/TRANS-EX
LTD1	DEPUTY DIR/INFO TECHNOLOGY-EXE
BJD1	DEPUTY DIRECTOR ANIMAL SVC-EX
XAD8	DEPUTY DIR-WORKFORCE SVC-EX
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
VCD2	DEPUTY EXECUTIVE DIR/CCHP-EX
NAD8	DEPUTY GENERAL SVCS DIRECTOR/E
NAD0	DEPUTY PUBLIC WORKS DIRECTOR-E
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
VRG1	DIR MKTG/MEM SVCS & PR-CCHP-EX
VQD4	DIR OF MENTAL HEALTH SVCS-EX
VAD1	DIR OF PATIENT FIN SVCS-EXEMPT
ADD5	DIR OFFICE CHILD SVCS - EX
9BD1	DIRECTOR OF AIRPORTS
VLD1	DIRECTOR OF ENV HEALTH SVCS-EX
VLD2	DIRECTOR OF HAZ MAT PROGRAM-EX
5AB1	DIRECTOR OF REDEVEL-EXEMPT
SMD1	DIRECTOR OF REVENUE COLLECTION
ADSB	DIRECTOR OFFICE OF COMM/MEDIA
XASJ	EHS CHIEF FINANCIAL OFFICER
XAD6	EHS DIRECTOR OF ADMIN-EXEMPT
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
XAGB	EHSD PERSONNEL OFFICER



Exhibit A

Job Code	Classification
VBSC	EMERGENCY MEDICAL SVS DIRECTOR
9GS1	EMERGENCY PLANNING SPEC-EXEMPT
AGD2	EMPLOYEE BENEFITS MANAGER
AGSC	EMPLOYEE BENEFITS SPECIALIST
AJHA	EMPLOYEE BENEFITS SUPERVISOR
AJDB	EQUAL EMPLOYMENT OPPT OFFICER
J3V2	EXEC ASST I TO CO ADMINIS-EX
J3H2	EXEC ASST II TO CO ADMINIS-EX
J3T6	EXEC SECRETARY/ MERIT BOARD
J3T5	EXEC SECRETARY-EXEMPT
J3TJ	EXECUTIVE SECRETARY-DCSS
VPS2	EXEMPT MED STF PODIATRIST
APDE	FIRE DISTRICT CHIEF/ADMIN SVCS
6CW1	FORENSIC ANALYST-PROJECT
VASH	HEALTH EQUITY PROGRAM MANAGER
VRGC	HEALTH PLAN DIR COMP & GOV REL
VCS3	HEALTH PLAN SERVICES ASST-EX
LBB3	HEALTH SVCS IT DIRECTOR-EX
VCN2	HEALTH SVCS PERSONL OFFICER-EX
VQHA	HLTH/HUMAN SVC RES & EVAL MGR
AGSE	HR SYSTEMS ANALYST
AGTG	HR SYSTEMS SPECIALIST
AGVF	HUMAN RESOURCES CONSULTANT
AGDF	HUMAN RESOURCES PROJECT MNGR
AG7B	HUMAN RESOURCES TECHNICIAN
7KGA	INST SUPERVISOR II
VTWB	INTERIM PERMIT NURSE
ADSI	LABOR RELATIONS ANALYST I
ADSJ	LABOR RELATIONS ANALYST II
AGVD	LABOR RELATIONS ANALYST II
AD7C	LABOR RELATIONS ASSISTANT
ADD6	LABOR RELATIONS MANAGER-EXEMPT
5ASF	LAND INFORMATION BUS OPS MNGR
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KW2	LIBRARY STUDENT ASSISTANT-EX
6KWG	LIEUTENANT OF INSP-WELF FRAUD
ADVB	MANAGEMENT ANALYST
ADD4	MANAGER CAP FAC/DEBT MGMT-EX
VCA2	MEDICAL DIRECTOR
VPD1	MH MEDICAL DIRECTOR-EX

Exhibit A

Job Code	Classification
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
SAHM	PAYROLL SYSTEMS ADMINISTRATOR
ARVA	PERSONNEL SERVICES ASST II
ARTA	PERSONNEL SERVICES ASST III
AGDE	PERSONNEL SERVICES SUPERVISOR
AP7B	PERSONNEL TECHNICIAN
ADS5	PRIN MANAGEMENT ANALYST - PROJ
ADNC	PRINCIPAL L/R ANALYST
ADHB	PRINCIPAL MANAGEMENT ANALYST
7BFA	PROBATION DIRECTOR
7AGB	PROBATION MANAGER
STD1	PROCUREMENT SVCS MANAGER-EX
ADS1	PUBLIC INFORMATION OFFICER
APDF	PUBLIC WORKS CHIEF OF ADM SVCS
5AH4	REDEVELOPMENT PROJ MANAGER-PRJ
VPD5	RESIDENCY DIRECTOR-EXEMPT
AJD1	RISK MANAGER
AJH1	RISK MGMT TRAINING COORD-PRJ
AVS4	SBDC BUSINESS CONSULTANT-PRJ
AVD3	SBDC DIRECTOR-PROJECT
CCG1	SCHOOL READINESS PROG COOR-PRJ
J3S2	SECRETARY TO UNDERSHERIFF
NSGA	SENIOR LAND SURVEYOR
ADTD	SENIOR MANAGEMENT ANALYST
APDC	SHERIFF'S CHF OF MGNT SVCS
J3T0	SHERIFF'S EXECUTIVE ASST-EX
ADB5	SPECIAL ASST TO THE CO ADMN-EX
ADDH	SR DEPUTY COUNTY ADMNISTRATOR
2KD1	SR DEPUTY DISTRICT ATTORNEY-EX
2ED3	SR FINANCIAL COUNSELOR-EXEMPT
AGTF	SR HUMAN RESOURCES CONSULTANT
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS
29HA	SUPERVISING ATTORNEY-DCSS
S5S3	TREASURER'S INVEST OFFICER-EX
6XB4	UNDERSHERIFF-EXEMPT
EBW1	VOTER EDU & ENGMT ASST - PRJ
EBV1	VOTER EDU & ENGMT SPEC-PRJ
9KN3	WEATHERIZATION/HM REPAIR SUPV
XAD4	WORKFORCE INV BD EXC DIR-EX
XAD3	WORKFORCE SVCS DIRECTOR-EXEMPT

Exhibit B

Job Code	Classification
9JS2	CHILD NUTRT DIV NUTRI-PROJECT
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
VPS2	EXEMPT MED STF PODIATRIST
6CW1	FORENSIC ANALYST-PROJECT
VTWB	INTERIM PERMIT NURSE
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KW2	LIBRARY STUDENT ASSISTANT-EX
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS
EBW1	VOTER EDU & ENGMT ASST - PRJ

Exhibit C

Job Code	Classification
BAA1	AGRICULTURAL COM-DIR WTS/MEAS
DAA1	ASSESSOR
SAA1	AUDITOR-CONTROLLER
ADA1	BD OF SUPVR MEMBER
ADB1	CHIEF ASST COUNTY ADMIN
LTA1	CHIEF INFO OFF/DIR OF INFO TEC
ALA1	CLERK RECORDER
ADA2	COUNTY ADMINISTRATOR
2EA1	COUNTY COUNSEL
ADB6	COUNTY FINANCE DIRECTOR-EX
3AAA	COUNTY LIBRARIAN
7AA1	COUNTY PROBATION OFFICER-EX
96A1	COUNTY VETERANS' SVCS OFFICER
2KA1	DA PUBLIC ADMININSTATOR
4AA1	DIR OF CONSERVATION & DEVL P-EX
BJA1	DIRECTOR OF ANIMAL SERVICES
SMA1	DIRECTOR OF CHILD SUPPORT SVCS
NAA2	DIRECTOR OF GENERAL SERVICES-E
VCA1	DIRECTOR OF HEALTH SERVICES
AGA2	DIRECTOR OF HUMAN RESOURCES-EX
XAA2	DIRECTOR-EHSD-EXEMPT
25A1	PUBLIC DEFENDER
NAA1	PW DIRECTOR
6XA1	SHERIFF-CORONER
S5A1	TREASURER-TAX COLLECTOR

<b>Department Head</b>	<b>Job Code</b>	<b>Chief Assistant Department Head</b>	<b>Job Code</b>
Agricultural Commissioner/Director of Weights and Measures	BAA1	Chief Deputy Agricultural Commissioner/Sealer of Weights and Measures	BAB1
Assessor	DAA1	Assistant County Assessor	DAB1
Director of Human Resources	AGA2	Assistant Director of Human Resources	AGB1
Auditor-Controller	SAA1	Assistant County Auditor-Controller	SAB1
Board of Supervisors Member	ADA1	No Chief Assistant	
Chief Information Officer/Director of Information Technology	LTA1	Deputy Chief Information Officer - GIS-Exempt	LTD2
Clerk Recorder	ALA1	Assistant County Registrar	ALB1
		Assistant County Recorder	ALB3
		Deputy County Clerk-Recorder-Exempt	ALB2
County Administrator	ADA2	Chief Assistant County Administrator	ADB1
		County Finance Director	ADB6
County Counsel	2EA1	Excluded Classification	
County Librarian	3AAA	Deputy County Librarian - Public Services	3AFE
		Deputy County Librarian - Support Services	3AFG
County Probation Officer	7AA1	Asst County Probation Officer	7AB1
County Veterans' Services Officer	96A1	No Chief Assistant	
County Welfare Director	XAA2	Aging/Adult Svcs Director	XQD2
		Children and Family Svcs Director	XAD5
		Community Svcs Director	CCD1
		EHS Director of Admin	XAD6
		Workforce Inv Bd Exec Director	XAD4
Director of Animal Services	BJA1	Deputy Director of Animal Services	BJDF
Director of Child Support Services	SMA1	Chief Assistant Director of Child Support Services	SMBA
Director of Conservation and Development	4AA1	Deputy Director of Community Development/Transportation Planning	5AH2
		Deputy Director of Conservation and Development	4AD1
Director of Health Services	VCA1	No Chief Assistant	
District Attorney-Public Administrator	2KA1	Excluded Classification	
Public Defender	25A1	Excluded Classification	
Public Works Director	NAA1	Deputy Public Works Director	NAD0
Sheriff-Coroner	6XA1	Undersheriff	6XB4
Treasurer-Tax Collector	S5A1	Chief Deputy Treasurer-Tax Collector	S5B2

Exhibit E

Job Code	Classification
6XF1	CHIEF POLICE-CONTRACT AGENCY-EX
6XB2	ASST SHERIFF-EXEMPT
6XB4	UNDERSHERIFF-EXEMPT
6XD1	COMMANDER-EXEMPT
6XA1	SHERIFF-CORONER



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: January 13, 2015

Subject: ADOPT Resolution No. 2015/19 vacating a portion of excess County road right of way, Port Costa area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/19 vacating a 788-linear-foot segment of excess road right of way identified as Carquinez Scenic Drive, located southeast of the Contra Costa Brick Works Plant to the westerly end of the previously vacated segment of the roadway in the Port Costa area, pursuant to Division 9, Part 3, Chapter 4 of the Streets and Highways Code. Project No.: 0676-6P0040 CP #11-08.

DIRECT the Real Estate Division of the Public Works Department to record a certified copy of the Resolution in the office of the County Recorder.

**FISCAL IMPACT:**

100% Local Road Funds.

**BACKGROUND:**

In 1953, the California Highway Commission, by resolution recorded September 9, 1953 in Book 2215 Page 279, relinquished to Contra Costa County (County) Carquinez Road (formerly State Route 14) between Crockett and Martinez. Carquinez Road was later renamed Carquinez Scenic Drive and was maintained as a County street. The County no longer requires the above-described segment of Carquinez Scenic Drive for County street purposes. For at least the past five years, no

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II  
Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Jessica Dillingham (925)  
313-2224

By: Stacey M. Boyd, Deputy

cc:

**BACKGROUND: (CONT'D)**

County funds have been used to maintain that segment of roadway as a County street. East Bay Regional Park District (EBRPD) is pursuing its project to convert a segment of Carquinez Scenic Drive into a Class I multi-use bicycle/pedestrian trail. The County has previously vacated its interest in other sections of Carquinez Scenic Drive to enable EBRPD to complete its project. EBRPD has requested that the County vacate an approximately 788-linear-foot segment of Carquinez Scenic Drive located southeast of the Contra Costa Brick Works Plant to the westerly end of the previously vacated segment of the roadway in the Port Costa area. EBRPD owns property on both sides of this segment of roadway, the boundaries of which extend to the centerline of the roadway.

Public Works Department staff recommends that the Board of Supervisors adopt the resolution to vacate the above-described segment of Carquinez Scenic Drive. Public Works Department staff have concluded that it can be seen with certainty that there is no possibility that this action may have a significant adverse effect on the environment.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County would be liable for the above-described section of Carquinez Scenic Drive, which no longer is required for County street purposes.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**ATTACHMENTS**

Resolution No. 2015/19

Exhibit A



Recorded at the request of: Contra Costa County

Return To: Contra Costa County Public Works Department, Real Estate Division, Jessica Dillingham

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/13/2015 by the following vote:

**AYE:** John Gioia, District I Supervisor Candace Andersen, District II Supervisor Mary N. Piepho, District III Supervisor Karen Mitchoff,  
District IV Supervisor Federal D. Glover, District V Supervisor

**NO:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐

Resolution No. 2015/19

ADOPT Resolution No. 2015/19 to vacate a segment of excess road right of way, Port Costa Area, District V. Project No.:0676-6P0040 CP #11-08

WHEREAS, in 1953, the California Highway Commission, by resolution recorded September 9, 1953 in Book 2215 Page 279, relinquished to Contra Costa County (County) Carquinez Road (formerly State Route 14) between Crockett and Martinez. Carquinez Road was later renamed Carquinez Scenic Drive and was maintained as a County street.

WHEREAS, in 1983, the Board of Supervisors authorized the closure of a 1.7-mile section of Carquinez Scenic Drive, due to storm damage.

WHEREAS, the East Bay Regional Park District (EBRPD) is pursuing its project of converting the above-described segment of Carquinez Scenic Drive into a Class I multi-use bicycle/pedestrian trail. The County has previously vacated segments of Carquinez Scenic Drive to enable EBRPD to proceed with its project. EBRPD is now requesting that the County vacate an approximate 788-linear-foot segment of Carquinez Scenic Drive, located southeast of the Contra Costa Brick Works Plant to the westerly end of the previously vacated segment of roadway.

WHEREAS, the County no longer requires the above-described segment of Carquinez Scenic Drive for County street purposes. For at least the past five years, no County funds have been used to maintain that segment of roadway as a County street.

WHEREAS, Public Works Department staff have concluded that it can be seen with certainty that there is no possibility that vacating the above-described segment of Carquinez Scenic Drive may have a significant adverse effect on the environment, CP # 11-08.

WHEREAS, there are no known public facilities within the above-described segment of roadway to be vacated.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors, that:

1. The segment of Carquinez Scenic Drive that is described in Exhibit A, attached hereto and incorporated herein, and depicted in Exhibit B, attached hereto and incorporated herein, is hereby VACATED, pursuant to Division 9, Part 3, Chapter 4 of the Streets and Highways Code.

2. The Board DIRECTS the Public Works Director, or designee, to cause a certified copy of this resolution to be recorded in the office of the County Clerk-Recorder. On and after the date this resolution is recorded, the above-described segment of

Carquinez Scenic Drive is not a County street.

3. The Board FINDS that vacating the above-described segment of Carquinez Scenic Drive does not have a significant effect on the environment, and is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines, Article 5, Section 15061, subd. (b)(3).

**Contact: Jessica Dillingham (925) 313-2224**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: January 13, 2015**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

**cc:**

## EXHIBIT "A"

### VACATED ROADWAY

All that certain real property situate in the Rancho Canada del Hambre, County of Contra Costa, State of California, more particularly described as follows:

A portion of the Right-of-Way of former State Highway number 14 between Crockett and Martinez relinquished to the County of Contra Costa effective September 9, 1953 and recorded October 28, 1953 in Book 2215 of Official Records at page 279, lying between stations 606+71.20 and 620+15.78 as said stations are shown on the California Highway Commission map entitled "Plan and Profile of Proposed State Highway In Contra Costa County, from Eckley to Martinez", dated August 8, 1914; a copy of said map is on file at the Contra Costa County Public Works Department as drawing number E-2191-14 (microfilm number BA-02161).

That portion of the above described Highway Right-of-Way adjoining and lying Westerly and Northerly of the Vacation of a portion of Carquinez Scenic Drive between Port Costa and Martinez, recorded December 31, 2012, Contra Costa County records, document number 2012-0335156, the following described lines:

Beginning at the Northerly end of the Westerly exception line of said Vacation Document at the Northerly Right-of-Way of said Highway, thence along said westerly exception line South 13°14'00" East 60.00 feet to the Southwesterly Right-of-Way line of said Highway;

Thence along said Southwesterly Right-of-Way line South 76°46'00" West 68.00 feet;

Thence along the arc of a tangent curve, concave to the Northeast, having a radius 230.00 feet, through a central angle of 87°26'00", an arc length of 350.98 feet;

Thence North 15°48'00" West 415.00 feet;

Thence leaving said Southwesterly Right-of-Way line perpendicular, North 74°12'00" East 60.00 feet to the Northeasterly Right-of-Way line of said Highway;

Thence along said Northeasterly Right-of-Way line of said Highway South 15°48'00" East 415.00 feet;

Thence along the arc of a tangent curve, concave to the Northeast, having a radius 170.00 feet, through a central angle of 87°26'00", an arc length of 259.42 feet;

Thence North 76°46'00" East 68.00 feet to the Point of Beginning;

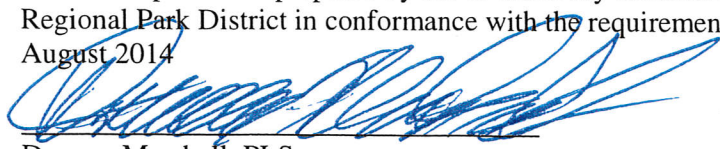
Containing 47,292 square feet (1.08 acres) more or less

Exhibit 'B' is attached hereto and by this reference made a part hereof

### RESERVING THEREFROM:

Pursuant to the provisions of Section 8340 of the Streets and Highways Code, the easement and right at any time, or from time to time, to construct, enlarge, maintain, operate, replace, remove, and renew those existing and in place utilities, as of the date of the recording this instrument, in, upon, over and across any highway or part thereof proposed to be vacated, including access to protect the property from all hazards in, upon, and over the area herein before described to be vacated.

This description was prepared by me or under my direction at the request of and for the East Bay Regional Park District in conformance with the requirements of the California Land Surveyors Act in August 2014



Duncan Marshall, PLS

License No. L 8260

Signed December 9, 2014

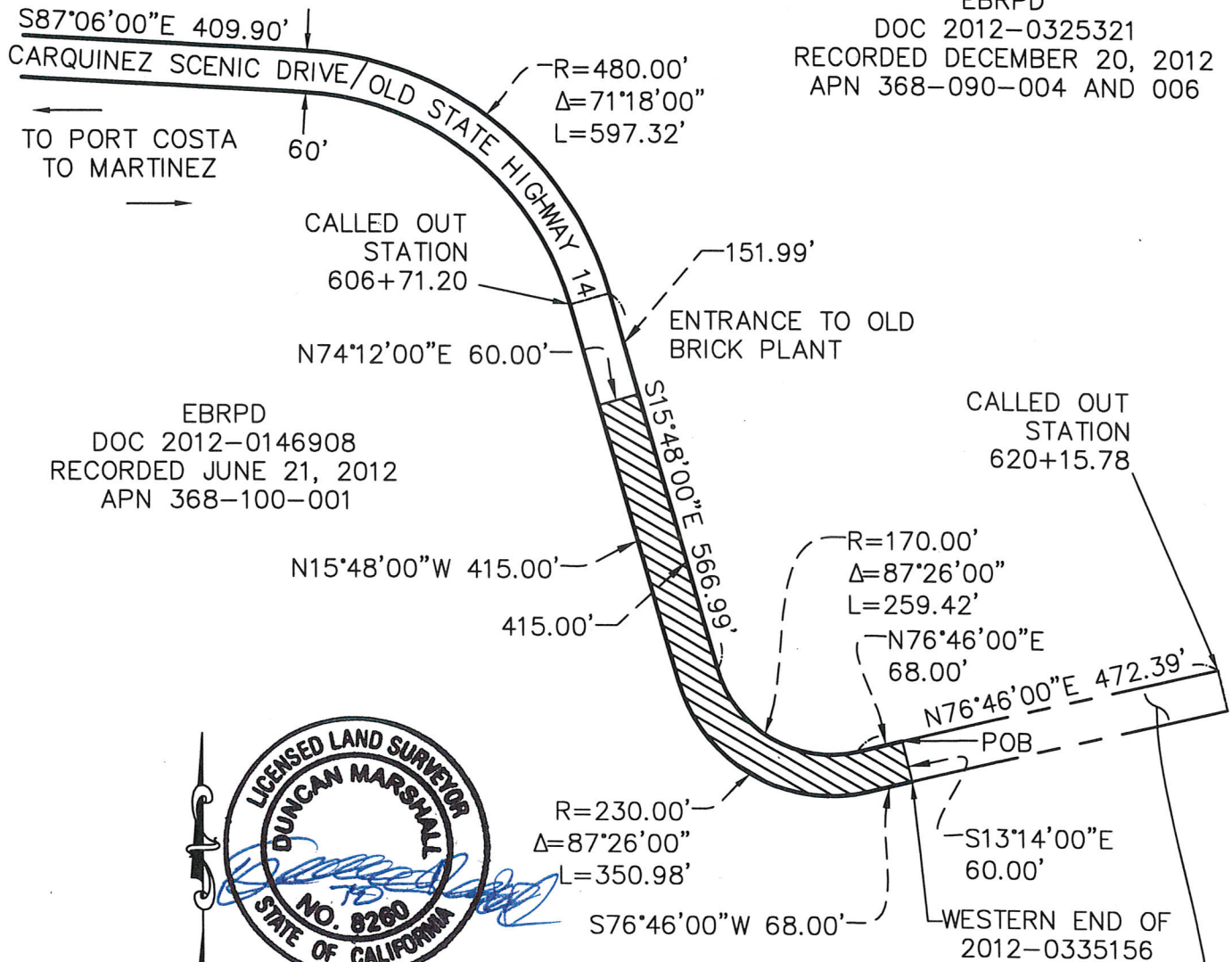
Expires December 31, 2015





RIGHT-OF-WAY BEING  
VACATED

POB POINT OF BEGINNING



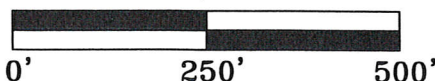
EBRPD  
DOC 2012-0146908  
RECORDED JUNE 21, 2012  
APN 368-100-001

EBRPD  
DOC 2012-0325321  
RECORDED DECEMBER 20, 2012  
APN 368-090-004 AND 006



Signed 12/9/2014

BAR SCALE



VACATED BY  
CONTRA COSTA COUNTY PER  
DOC 2012-0335156  
RECORDED DECEMBER 31, 2012

EAST BAY REGIONAL PARK DISTRICT



2950 PERALTA OAKS COURT, OAKLAND, CA 94605 P.O. BOX 5381 888-327-2757

SEPTEMBER 2014

SCALE 1"= 250'

DWG NO. 1423MASTER.dwg

SHEET 1 OF 1

EXHIBIT 'B'

LANDS OF UNINCORPORATED  
CONTRA COSTA COUNTY  
NEAR PORT COSTA



Contra  
Costa  
County

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 13, 2015

Subject: 2015/2016 Transportation Development Act (TDA) Grant Application for the Pedestrian Crossing Enhancements Project – Central County

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/20 to approve and authorize the Public Works Director, or designee, to submit a 2015/2016 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$150,000 for Fiscal Year 2015/2016 for the Pedestrian Crossing Enhancements Project – Central County.

**FISCAL IMPACT:**

The project is funded by 34% TDA Grant Funds and 66% Local Road Funds.

**BACKGROUND:**

The purpose of this project is to construct pedestrian crosswalk enhancements to improve pedestrian safety and increase driver awareness at existing crosswalks located at four schools in Central Contra Costa County. Crosswalks were chosen due to their close proximity to schools and site locations where the existing crossings are uncontrolled. Without a stop sign or traffic signal, drivers tend to travel at higher speeds at uncontrolled crosswalks and are a safety concern near schools where anticipated pedestrian traffic is higher and drivers may have difficulty seeing students. Improvements include installation of Rectangular Rapid Flash Beacons (RRFBs) and Americans



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **01/13/2015**



APPROVED AS  
RECOMMENDED



OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Angela Villar, (925)  
313-2016

cc:

**BACKGROUND: (CONT'D)**

with Disabilities Act (ADA) curb ramps, where feasible. Four school locations were selected:

1. Shore Acres Elementary School located on Marina Road in Bay Point;
2. Riverview Middle School located on Pacifica Avenue in Bay Point;
3. Parkmead Elementary School located on Magnolia Way in unincorporated Walnut Creek; and,
4. Northgate High School located on Castle Rock Road in unincorporated Walnut Creek.

**CONSEQUENCE OF NEGATIVE ACTION:**

Delay in approving the project may jeopardize a potential funding source for the project and ultimately delay improvements.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**ATTACHMENTS**

Resolution No. 2015/20

Attachment A

Attachment B

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/13/2015 by the following vote:

	<b>John Gioia</b>
	<b>Candace Andersen</b>
<b>AYE:</b>	<input checked="" type="checkbox"/> <b>Mary N. Piepho</b>
	<b>Karen Mitchoff</b>
	<b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>
<b>ABSENT:</b>	<input type="checkbox"/>
<b>ABSTAIN:</b>	<input type="checkbox"/>
<b>RECUSE:</b>	<input type="checkbox"/>



**Resolution No. 2015/20**

IN THE MATTER OF APPROVING and AUTHORIZING the Public Works Director, or designee, to submit a 2015/2016 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$150,000 for Fiscal Year 2015/2016 for the Pedestrian Crossing Enhancements Project – Central County.

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the COUNTY OF CONTRA COSTA desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists;

NOW, THEREFORE, BE IT RESOLVED, that the COUNTY OF CONTRA COSTA declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the COUNTY OF CONTRA COSTA to carry out the project; and furthermore, be it

RESOLVED, that the project has been reviewed by the Bicycle Advisory Committee (BAC) of COUNTY OF CONTRA COSTA; and furthermore, be it

RESOLVED, that the COUNTY OF CONTRA COSTA attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of CONTRA COSTA COUNTY for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: January 13, 2015**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Angela Villar, (925) 313-2016**



By: Stacey M. Boyd, Deputy

**cc:**

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2015/2016 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

**Findings**

Page 1 of 1

1. That the COUNTY OF CONTRA COSTA is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the COUNTY OF CONTRA COSTA legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the COUNTY OF CONTRA COSTA has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the COUNTY OF CONTRA COSTA within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the COUNTY OF CONTRA COSTA agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

**TDA Article 3 Project Application Form**

Fiscal Year of this Claim: 2015/2016

Applicant: Contra Costa County Public Works Department

Contact person: Lawrence Leong

Mailing Address: 255 Glacier Drive, Martinez, CA

E-Mail Address: lleon@pw.cccounty.us

Telephone: (925) 313-2026

Secondary Contact (in event primary not available): Nancy Wein

E-Mail Address: nwein@pw.cccounty.us

Telephone: (925) 313-2275

**Short Title Description of Project: Pedestrian Crossing Enhancements – Central Contra Costa County**

Amount of claim: \$ 150,000

**Functional Description of Project:**

**Install several rectangular rapid flash beacons (RRFBs) and curb bulb-outs at key locations throughout unincorporated Central Contra Costa County in order to improve pedestrian safety at existing crosswalks and improve driver awareness of pedestrians.**

**Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, environmental, engineering, right-of-way, construction, inspection, contingency, audit). Use the table below to show the project budget. Include prior and proposed future funding of the project. If the project is a segment of a larger project, include prior and proposed funding sources for the other segments.

**Project Elements: Engineering & Construction**

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3		\$ 150,000			\$ 150,000
list all other sources:					
1. Local Road Funds		\$ 292,000			\$ 292,000
2.					
3.					
4.					
<b>Totals</b>		\$ 442,000			\$ 442,000

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). Pending Board Approval	PENDING
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	NO
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ).	N/A
D. Has the project been reviewed by a Bicycle Advisory Committee? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: December 8, 2014	YES
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction). Expected January 2015	PENDING
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) No Later than December 30, 2017	YES
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: )	YES



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: January 13, 2015

Subject: 2015/2016 Transportation Development Act (TDA) Grant Application for the Pedestrian Crossing Enhancements Project – East County

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/21 to approve and authorize the Public Works Director, or designee, to submit a 2015/2016 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$100,000 for Fiscal Year 2015/2016 for the Pedestrian Crossing Enhancements Project – East County.

**FISCAL IMPACT:**

The project is funded by 37% TDA Funds and 63% Local Road Funds.

**BACKGROUND:**

The purpose of this project is to construct pedestrian crosswalk enhancements to improve pedestrian safety and increase driver awareness at existing crosswalks located at three schools in East County. Crosswalks were chosen due to their close proximity to schools and site locations where the existing crossings are uncontrolled. Without a stop sign or traffic signal, drivers tend to travel at higher speeds at uncontrolled crosswalks and are a safety concern near schools where anticipated pedestrian traffic is higher and drivers may have difficulty seeing students. Improvements include installation of Rectangular Rapid Flash Beacons (RRFBs) and Americans with Disabilities Act (ADA) curb ramps, where feasible. Three school locations were selected:

1. Knightsen Elementary School located on Delta Road in Knightsen.
2. Timber Point Elementary School located on Newberry



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **01/13/2015**



APPROVED AS  
RECOMMENDED



OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Angela Villar, (925)  
313-2016

cc:

BACKGROUND: (CONT'D)

Lane in Discovery Bay.

3. Discovery Bay Elementary School located on Willow Lake Road in Discovery Bay.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may jeopardize a potential funding source for the project and ultimately delay improvements.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/21

Attachment A

Attachment B

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/13/2015 by the following vote:

	<b>John Gioia</b>
	<b>Candace Andersen</b>
<b>AYE:</b>	<input checked="checked" type="checkbox"/> <b>Mary N. Piepho</b>
	<b>Karen Mitchoff</b>
	<b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>
<b>ABSENT:</b>	<input type="checkbox"/>
<b>ABSTAIN:</b>	<input type="checkbox"/>
<b>RECUSE:</b>	<input type="checkbox"/>



**Resolution No. 2015/21**

IN THE MATTER OF APPROVING and AUTHORIZING the Public Works Director, or designee, to submit a 2015/2016 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$100,000 for Fiscal Year 2015/2016 for the Pedestrian Crossing Enhancements Project – East County.

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the COUNTY OF CONTRA COSTA desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists;

NOW, THEREFORE, BE IT RESOLVED, that the COUNTY OF CONTRA COSTA declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the COUNTY OF CONTRA COSTA to carry out the project; and furthermore, be it

RESOLVED, that the project has been reviewed by the Bicycle Advisory Committee (BAC) of COUNTY OF CONTRA COSTA; and furthermore, be it

RESOLVED, that the COUNTY OF CONTRA COSTA attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of CONTRA COSTA COUNTY for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: January 13, 2015**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Angela Villar, (925) 313-2016**

By: Stacey M. Boyd, Deputy

**cc:**

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2015/2016 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

**Findings**

Page 1 of 1

1. That the COUNTY OF CONTRA COSTA is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the COUNTY OF CONTRA COSTA legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the COUNTY OF CONTRA COSTA has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the COUNTY OF CONTRA COSTA within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the COUNTY OF CONTRA COSTA agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.



**TDA Article 3 Project Application Form**

Fiscal Year of this Claim: 2015/2016

Applicant: Contra Costa County Public Works Department

Contact person: Lawrence Leong

Mailing Address: 255 Glacier Drive, Martinez, CA

E-Mail Address: lleon@pw.cccounty.us

Telephone: (925) 313-2026

Secondary Contact (in event primary not available): Nancy Wein

E-Mail Address: nwein@pw.cccounty.us

Telephone: (925) 313-2275

**Short Title Description of Project: Pedestrian Crossing Enhancements – East Contra Costa County**

Amount of claim: \$ 100,000

**Functional Description of Project:****Install several rectangular rapid flash beacons (RRFBs) and curb bulb-outs at key locations throughout unincorporated East Contra Costa County in order to improve pedestrian safety at existing crosswalks and improve driver awareness of pedestrians.****Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, environmental, engineering, right-of-way, construction, inspection, contingency, audit). Use the table below to show the project budget. Include prior and proposed future funding of the project. If the project is a segment of a larger project, include prior and proposed funding sources for the other segments.

**Project Elements: Engineering & Construction**

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3		\$ 100,000			\$ 100,000
list all other sources:					
1. Local Road Funds		\$ 167,000			\$ 167,000
2.					
3.					
4.					
<b>Totals</b>		\$ 267,000			\$ 267,000

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). Pending Board Approval	PENDING
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	NO
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ).	N/A
D. Has the project been reviewed by a Bicycle Advisory Committee? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: December 8, 2014	YES
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction). Expected January 2015	PENDING
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) No Later than December 30, 2017	YES
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	YES



**Contra  
Costa  
County**

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 13, 2015

Subject: 2015/2016 Transportation Development Act (TDA) Grant Application for the Pomona Street Pedestrian Safety Improvement Project.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/22 to approve and authorize the Public Works Director, or designee, to submit a 2015/2016 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$150,000 for Fiscal Year 2015/2016 for the Pomona Street Pedestrian Safety Improvement Project.

**FISCAL IMPACT:**

The project is funded by 43% TDA Grant Funds and 57% Local Road Funds.

**BACKGROUND:**

The purpose of this project is to improve pedestrian safety along Pomona Street in Crockett by improving several existing uncontrolled crosswalks in the vicinity of John Swett High School, Carquinez Middle School, and the Crockett Community Center.

Pomona Street is one of the busiest streets in Crockett, connecting the downtown area to Interstate 80. Several recent collisions involving pedestrians have occurred along Pomona Street and the community has requested improvements along the roadway. The project proposes to add bulb-outs/curb extensions, along with Americans with Disabilities Act (ADA)

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Angela Villar, (925)  
313-2016

cc:

BACKGROUND: (CONT'D)

curb ramps, and Rectangular Rapid Flash Beacons (RRFBs) at the existing crossings at the Pomona Street/3rd Avenue and Pomona Street/Rolph Avenue intersections. It will also install ADA curb ramps and RRFBs at two mid-block crossings – one on Rolph Avenue north of Pomona Street and one on Pomona Street east of Rolph Avenue. The project will help increase visibility of, and safety to, students near schools as well as increase driver awareness of pedestrians in the area.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may jeopardize a potential funding source for the project and ultimately delay improvements.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/22

Attachment A

Attachment B

# THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

## and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/13/2015 by the following vote:

**John Gioia**  
**Candace Andersen**  
**Mary N. Piepho**  
**Karen Mitchoff**  
**Federal D. Glover**

AYE: ☒ 5

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



### Resolution No. 2015/22

IN THE MATTER OF APPROVING and AUTHORIZING the Public Works Director, or designee, to submit a 2015/2016 Transportation Development Act (TDA) Grant Application to the Metropolitan Transportation Commission in the total amount of \$150,000 for Fiscal Year 2015/2016 for the Pomona Street Pedestrian Safety Improvement Project.

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the COUNTY OF CONTRA COSTA desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists;

NOW, THEREFORE, BE IT RESOLVED that the COUNTY OF CONTRA COSTA declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the COUNTY OF CONTRA COSTA to carry out the project; and furthermore, be it

RESOLVED, that the project has been reviewed by the Bicycle Advisory Committee (BAC) of COUNTY OF CONTRA COSTA; and furthermore, be it

RESOLVED, that the COUNTY OF CONTRA COSTA attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of CONTRA COSTA COUNTY for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: January 13, 2015**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Angela Villar, (925) 313-2016**

By: Stacey M. Boyd, Deputy

**cc:**

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2015/2016 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

**Findings**

Page 1 of 1

1. That the COUNTY OF CONTRA COSTA is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the COUNTY OF CONTRA COSTA legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the COUNTY OF CONTRA COSTA has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the COUNTY OF CONTRA COSTA within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the COUNTY OF CONTRA COSTA agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.



**TDA Article 3 Project Application Form**

Fiscal Year of this Claim: 2015/2016

Applicant: Contra Costa County Public Works Department

Contact person: Jon Suemnick

Mailing Address: 255 Glacier Drive, Martinez CA 94553

E-Mail Address: jsuem@pw.cccounty.us

Telephone: 925-313-2263

Secondary Contact (in event primary not available) Nancy Wein

E-Mail Address: nwein@pw.cccounty.us

Telephone: 925-313-2275

**Short Title Description of Project: Pomona Street Pedestrian Safety Improvement Project**

Amount of claim: \$150,000

**Functional Description of Project:**

**The purpose of this project is to improve pedestrian safety along Pomona Street in the town of Crockett, within unincorporated Contra Costa County, by improving several existing crosswalks in the vicinity of John Swett High School, Carquinez Middle School, and the Crockett Community Center.**

**Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

**Project Elements: Engineering and Construction**

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3		\$150,000			\$150,000
list all other sources:					
1. Local Road Funds		\$195,000			\$195,000
2.					
3.					
4.					
<b>Totals</b>		<b>\$345,000</b>			<b>\$345,000</b>

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). Pending Board Approval	Pending
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	NO
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ).	YES
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: December 8, 2014	YES
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction). Expected January 2015	Pending
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) June 30, 2017	YES
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	YES



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: January 13, 2015

Subject: ACCEPT the 2014 Status Report on Street Light Maintenance by Pacific Gas and Electric Company (PG&E).

---

**RECOMMENDATION(S):**

ACCEPT the 2014 status report from the Public Works Director on street light maintenance by Pacific Gas and Electric Company (PG&E) in coordination with the Cities and the County, as recommended by the Transportation, Water and Infrastructure Committee (TWIC), Countywide. (All Districts)

**FISCAL IMPACT:**

100% County Service Area L-100 Funds.

**BACKGROUND:**

Each year, the TWIC reviews and monitors the implementation of the Letter of Understanding with PG&E for the maintenance of PG&E street lights in Contra Costa County. The Letter of Understanding (LOU), dated February 2008, from PG&E to the County, states the commitment of PG&E for open communication and responsive service levels and actions in resolving issues related to street light performance. Communication channels have continued to remain open by conducting regular discussions at street light coordination meetings with the County, its constituent Cities and Towns and regularly reporting to TWIC.

On December 4, 2014, Public Works staff submitted and discussed the attached annual report on PG&E Coordination with Cities and County for Street Light Maintenance (Attachment). The Committee requested that this report be forwarded to the Board of Supervisors.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Susan Cohen, Special  
Districts, 925-313-2160

By: Stacey M. Boyd, Deputy



### BACKGROUND: (CONT'D)

Items reviewed at quarterly PG&E Coordination meetings in 2014 included 1) Street Light Vandalism (copper wire theft); 2) Street Light Maintenance and Cost-saving Measures; 3) Light Emitting Diode (LED) Financing and the California Public Utilities Commission (CPUC) Rate Schedules; and, the 4) Group Lamp Replacement of Street Lights per the Letter of Understanding (LOU) with PG&E. Meetings took place at the City of Pittsburg, City of San Ramon and Contra Costa County Public Works Department.

Recommendations approved by TWIC include the following:

1. PG&E, Cities and the County should continue to coordinate on the LED replacement projects throughout the County.
2. PG&E, Cities and the County should continue to coordinate on and pursue changes to the LOU to reflect the challenges of 2014 and beyond.
3. PG&E Street Light Coordination meetings should continue on a regular basis as noted in the PG&E Letter of Understanding (LOU) dated February 22, 2008.

### CONSEQUENCE OF NEGATIVE ACTION:

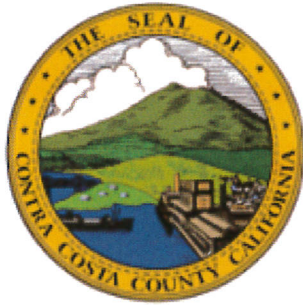
The Board of Supervisors would not accept the report as recommended by the Transportation, Water and Infrastructure Committee in December 2014.

### CHILDREN'S IMPACT STATEMENT:

Not applicable.

### ATTACHMENTS

Attachment - Report to TWIC



# Contra Costa County Board of Supervisors

## Subcommittee Report

### TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE

9.

Meeting Date: 12/04/2014

Subject: Monitor implementation of the Letter of Understanding with PG&E for the maintenance of PG&E streetlights in Contra Costa

Submitted For: Julia R. Bueren,

Department: Public Works

Referral No.: 13

Referral Name: MONITOR implementation of the Letter of Understanding with PG&E for the maintenance of PG&E streetlights in Contra Costa.

Presenter: Susan Cohen, Special Districts Contact: Susan Cohen (925)313-2160

---

#### Referral History:

Board of Supervisors accepted 2013 status report on street light maintenance by PG&E in coordination with Cities (Countywide) on January 7, 2014

#### Referral Update:

The Transportation, Water and Infrastructure Committee (TWIC) requested Public Works staff to report annually on the status of street light maintenance coordination efforts with PG&E. At the December 5, 2013 meeting regarding this item, in addition to receiving the report on PG&E Coordination with Cities and County for Street Light Maintenance, the Committee requested that Public Works staff consult with Danville staff on the Light Emitting Diode (LED) conversion program, and to report back to TWI Committee at their June 2014 meeting regarding AB 719, LED conversion.

#### Recommendation(s)/Next Step(s):

RECEIVE Report on PG&E Coordination with Cities and County for Street Light Maintenance.

#### Background:

The Public Works Department reported to TWIC at the October 2014 meeting regarding the conversion of LS-2 (County-owned) street lights to LEDs and referred this item to the County Board of Supervisors. On November 4, 2014 the County Board of Supervisors authorized the execution of PG&E Proposal Number 2 in an amount not to exceed \$450,000 for PG&E to replace high pressure sodium vapor lights (HPSV) with LED lights on all County-owned street lights, beginning in December 2014 through February 2015, Countywide.

As the LED conversion project is underway, this report will therefore focus on PG&E's coordination with Cities and the County for street light maintenance.

The Letter of Understanding (LOU), dated February 2008, between PG&E and County, states the commitment of PG&E for open communication and responsive service levels and actions in resolving issues related to street light performance. Communication channels have continued to remain open by conducting regular discussions at street light coordination meetings with the County, its constituent Cities and Towns.

Continuing the effort initiated in May 2008, and since reporting to TWIC on December 5, 2013, the County Public Works Department, PG&E and Cities have met on a quarterly basis. In 2014, meetings took place at Pittsburg, City of San Ramon, and Contra Costa County Public Works Department. Topics discussed throughout this year included: 1) Street Light Vandalism (copper wire theft); 2) Street Light Maintenance and Cost-saving Measures; 3) Light Emitting Diode (LED) Financing and the California Public Utilities Commission (CPUC) Rate Schedules; and the 4) Group Lamp Replacement of Street Lights per the Letter of Understanding (LOU) with PG&E.

The PG&E City/County quarterly meetings were valuable because those present were able to address issues related to street light maintenance, operations and increased efficiencies and LED conversions and rates.

Topics discussed at quarterly PG&E Street Light Coordination meetings are described in more detail below:

#### 1) Street Lights Vandalism (Copper wire theft)

Thefts of copper wire from street lights in several Cities and unincorporated County areas continue. Some cities in the County have opted to secure their electrical boxes with anti-theft devices such as security lids. Some cities are using more elaborate measures such as having tracking devices on copper wire to deter vandals from stealing the wire.

#### 2) Street Light Maintenance and Cost-Saving Measures

Overall coordination between PG&E, Cities and County on street light repairs is ongoing. Discussions in 2014 focused less on completion of routine calls for service than in prior years because that has improved a great deal over the past 24 months. PG&E's dedicated unit in Fresno has done well with the follow-up on street light outages and repairs. This was a team effort between PG&E and street light coordinators in Cities and the County. Notification is received – with a reference or case number – for outages reported directly to PG&E's website. PG&E monthly repair reports use this same reference or case number. The result has made the tracking of cases and receiving information on closed cases (street light repairs) a much simpler and faster task. The County still sends PG&E a list requesting repair updates but response time for the repairs and the timing for getting information about the repairs is much improved over the last year.

14-day "routine" repair cases: Response time for most routine repairs has been within 14 days throughout the year, as stated in the LOU. When an outage repair takes longer, the number of cases is small and the flow of information and communications regarding the pending repairs is excellent. County staff and PG&E at the Fresno unit are in constant communication via email. We believe that the ongoing presence of the Fresno unit will continue to reflect this notable improvement in the notification process by PG&E regarding street light repairs.

Electric Corrective (EC) 90-day cases: PG&E submits a monthly outage report to agencies. With this report, agencies can track repairs and also see outages of which they were previously unaware, that may have been reported directly to PG&E and not come through the County or City which they are located within. This can allow staff to follow-up, as needed. PG&E continues to provide the County monthly outage reports with information on outstanding and incomplete repairs for the EC 90-day cases.

With the new improvements in the notification process, PG&E's Streetlight Maintenance Department is now sending emails to County staff when street lights are repaired. However, County staff continues to assist PG&E by providing a list of outstanding cases and requesting their status. In the past, responses were not consistent and, at times, information about the status of a case was difficult to obtain from PG&E. This has notably improved in 2013-14 where immediate responses via email are now available to County staff by PG&E.

### 3) Light Emitting Diode (LED) Financing and the California Public Utilities Commission (CPUC) Rate Schedules

- Light Emitting Diode (LED) Financing and related legislation, specifically AB 719 update  
Since reporting to TWIC on December 5, 2013 and throughout the year, Tom Guarino, PG&E, has been asked to deliver updates on legislation, specifically AB 719 which was approved by the Governor on October 7, 2013 and is now a chaptered law. This bill requires the PUC to order electrical corporations to submit tariffs by July 2015 to be used to fund energy efficiency improvements in street light poles owned by the electrical corporations. The PG&E City/County Street Light Coordination Meetings have not yet had a complete report about this legislation and the plan to implement. However, there have been draft tariff schedules shared with those present at the meetings.

- CPUC updates: The CPUC approved a tariff for the conversion of PG&E-owned (LS-1) high pressure sodium vapor (HPSV) lights to LEDs throughout the state in 2012. As of August 2014, PG&E has an approved rate schedule for doing the conversions of HPSVs to LEDs.

### 4) Group Lamp Replacement of Street Lights per the Letter of Understanding (LOU) with PG&E

PG&E's Group Lamp Replacement Program, which was created to replace HPSV lights across the County and Cities at the end of their life cycle, has been completed in many areas including Discovery Bay, Brentwood, Martinez, Richmond, Lafayette, Oakley and Bethel Island; however, other locations remain incomplete at this time. The group lamp replacement program mainly focuses on areas that may have underground wiring issues due to third-party digging and damaged wires. Now that the CPUC has approved the rate schedule and the funds (approximately \$50 million) for PG&E to convert HPSV lights to LEDs, the group replacement program should use those funds and continue the program to install LEDs throughout the County. As discussed at the PG&E Coordination meeting in October 2014, PG&E plans to do LED replacements on LS-1 (PG&E owned lights) in 2015, 2016 and 2017.

Due to the timing of the start in 2015, we would encourage PG&E to consider adding the County (Unincorporated Area) to the list of jurisdictions to start in 2015. If this doesn't take place, that work might end up falling into the PUC's General Rate Schedule that starts January 1, 2017, which could lead to further delays. The County has been patient about the group lamp replacement program that was not fully executed by PG&E and would like to assure that the LED Group Lamp Replacement Program be done as quickly as possible so that there is consistent and safe street lighting Countywide.

At the recent PG&E Street Light Coordination meetings, there are the beginnings of discussions to revise the LOU to bring it current with street light technology and repair expectations. One change that will be recommended is to change the “group lamp replacement” to the conversion in a systematic manner of the high pressure sodium vapor lights to LEDs. More review at the PG&E Street Light Coordination meetings is needed before the revised LOU will be ready for Board of Supervisor’s discussion.

#### Conclusion/Next Steps:

The County, Cities, and PG&E are committed to continue the well-organized and efficient system for street lights. PG&E’s reorganization and relocation of the call center in 2012 has continued to provide ongoing program improvements in the timeliness and reporting of street light repairs. PG&E’s Fresno unit group dedicated to street light outages has improved customer service for the Cities, the County, and PG&E.

1. PG&E, Cities and the County should continue to coordinate on the LED replacement projects throughout the County.
2. PG&E, Cities and the County should continue to coordinate on and pursue changes to the LOU to reflect the challenges of 2014 and beyond.
3. PG&E Street Light Coordination meetings should continue on a regular basis as noted in the PG&E Letter of Understanding (LOU) dated February 22, 2008. These meetings enable City and County staff to collaborate on street light issues, cost effective methods to assure energy efficient street lighting and safety for the residents and visitors to the County and City. By working together to develop improvements in street lighting, Cities, the County and PG&E are able to improve the delivery of excellent quality street lighting throughout the County.

#### Fiscal Impact (if any):

No impact on the general fund. All costs for street lights are funded by County Service Area L-100 or County Facilities District 2010-1.

---





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: January 13, 2015

Subject: APPROVE a contract with A.S. Dutchover & Associates for On-Call Landscape Architect Services, Countywide.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with A.S. Dutchover & Associates (dba Dutchover & Associates) in an amount not to exceed \$250,000, to provide on-call landscape architecture services, for the period January 1, 2015 to March 31, 2018, Countywide. (All Districts)  
Project No.: Various

**FISCAL IMPACT:**

100% Special Revenue Funds.

**BACKGROUND:**

The Public Works Department is involved in the development and review of landscape improvement projects throughout the County. As part of this regular work, consultant services are required to augment Public Works staff and provide special technical assistance on an on-call basis. After a solicitation process, Dutchover & Associates was one of five firms selected to provide landscape architecture services. These services include the managing, inspecting and overseeing of developer and County landscape projects, as well as performing the duties of a landscape designer, landscape architect, landscape plan checker, landscape construction field inspector, grounds and facilities inspector and/or playground safety inspector. The consultant will be involved in projects primarily for areas within the Countywide Landscaping District (LL-2) and County Service Areas (CSAs).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/13/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Susan Cohen, Special  
Districts, 925-313-2160

By: Stacey M. Boyd, Deputy

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, this Consulting Services Agreement would not be executed. This would delay implementation of landscape improvements within various special districts in the County, and may delay approval of right of way landscape improvements in private developments.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Contra Costa County Flood Control District Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 13, 2015

Subject: Approve extension to a contract with LSA Associates, Inc., Concord area. (100% Flood Control District Zone 3B Funds) Project No. 7520-6D8333

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District (FC District), or designee, to execute a contract amendment with LSA Associates, Inc., to extend the termination date from December 31, 2014 to December 31, 2015, with no change to the payment limit of \$467,000, to continue to provide vegetation, rangeland, water quality monitoring, data analysis, and report writing services in support of the Streambank Vegetation Management Study, Concord area. (100% Flood Control District Zone 3B Funds)

**FISCAL IMPACT:**

This project is funded by Flood Control Zone 3B (100%).

**BACKGROUND:**

This study consists of comparing the standard herbicide application method used by the FC District to manage vegetation growth adjacent to Flood Control maintained channels with grazing by sheep or goats to manage the vegetation growing adjacent to the stream low-flow channel and below the top of the bank of the channel. The study will be used to help the FC District

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Dan Jordan (925)  
313-2023



BACKGROUND: (CONT'D)

make a business decision regarding when and where to use each of these vegetation management techniques in the future.

The study was delayed due to drier than usual conditions. This extension will allow the completion of the final report.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the contract will delay the completion of the study.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



# Contra Costa County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 13, 2015

Subject: claims

---

## **RECOMMENDATION(S):**

DENY claims filed by Jack Cooper, Enterprise Rent A Car, Shannon O. Murphy Sr., Tamara Salcido, and Sheet Metal & Associates – c/o Shannon O. Murphy Sr.

## **FISCAL IMPACT:**

none

## **BACKGROUND:**

\*



APPROVE



OTHER



RECOMMENDATION OF CNTY  
ADMINISTRATOR



RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015**



APPROVED AS  
RECOMMENDED



OTHER

Clerks Notes:

## **VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Joellen Balbas  
925.335.1906

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 13, 2015

Subject: In the Matter of Proclaiming January 2015 as Eligibility Workers' Month

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/12 recognizing January 2015 as Eligibility Workers' Month, as recommended by Employment and Human Services Director.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Since the Great Recession and Health Care Reform there have been unprecedented numbers of people needing assistance and the Eligibility Workers in Contra Costa County have stepped up to this challenge to assist those less advantaged and/or in need of affordable health care to get much needed services.

**CONSEQUENCE OF NEGATIVE ACTION:**

Eligibility Workers will not be recognized for their work.

**CHILDREN'S IMPACT STATEMENT:**

None

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie L. Mello, Deputy

Contact: Earl Maciel 3-1648

cc:

## ATTACHMENTS

Resolution No.  
2015/12

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/12**

**In the Matter of Proclaiming January 2015 as Eligibility Workers' Month**

WHEREAS, the Eligibility Workers in Contra Costa County are experts in the primary benefit programs of CalFresh, CalWORKs, Welfare-to-Work, Medi-Cal, General Assistance, Foster Care, Adoption Assistance Program, and KinGAP; and

WHEREAS, all programs have complex applications, and eligibility and case management processes; and

WHEREAS, Eligibility Workers in Contra Costa County interview customers to obtain critical information by which to determine eligibility as well as assist customers to receive benefits to which they may be entitled; and

WHEREAS, Eligibility Workers conduct home visits to aged and severely impaired individuals to determine Medi-Cal eligibility for In-Home Supportive Services (IHSS) applicants and recipients in Contra Costa County; and

WHEREAS, given the Department's "no wrong door" policy, the Eligibility Workers in Contra Costa County have evolved and continue to evolve into multi-program workers; and

WHEREAS, Eligibility Workers issue timely payments to caregivers and ensure access to Medi-Cal for children in Contra Costa County; and

WHEREAS, with Health Care Reform and the "no wrong door" service policy, the Eligibility Workers in Contra Costa County have expanded duties due to those now eligible for services and health care coverage; and

WHEREAS, since the Great Recession and Health Care Reform there have been unprecedented numbers of people needing assistance and the Eligibility Workers in Contra Costa County have stepped up to this challenge to assist those less advantaged and/or in need of affordable health care. WHEREAS, since the Great Recession and Health Care Reform there have been unprecedented numbers of people needing assistance and the Eligibility Workers in Contra Costa County have stepped up to this challenge to assist those less advantaged and/or in need of affordable health care.

Now, Therefore, Be it Resolved: The Board of Supervisors recognizes the Eligibility Workers of Contra Costa County for their hard work in assisting the unprecedented number of people needing program and benefits assistance and health care coverage.

---

**JOHN GIOIA**

Chair,  
District I Supervisor

---

**CANDACE ANDERSEN**

District II Supervisor

---

**MARY N. PIEPHO**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

---

**FEDERAL D. GLOVER**

District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: January 13, 2015

Subject: Proclaiming January, 2015 as Slavery and Human Trafficking Prevention Month in Contra Costa County

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

#### VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II  
Supervisor  
Mary N. Piepho, District III  
Supervisor  
Karen Mitchoff, District IV  
Supervisor  
Federal D. Glover, District V  
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie L. Mello, Deputy

Contact: Laura Case 925-521-7100

cc:

## ATTACHMENTS

Resolution No.  
2015/15

*The Board of Supervisors of  
Contra Costa County, California*

**In the matter of:**

**Resolution No. 2015/15**

**Proclaiming January, 2015 as Slavery and Human Trafficking Prevention Month in Contra Costa County**

WHEREAS, human trafficking is a form of modern-day slavery in which force, fraud or coercion is used to control victims for the purpose of commercial sexual or labor exploitation; that occurs in every industry and affects women, children and men of all backgrounds; and

WHEREAS, human trafficking is a lucrative industry and the fastest growing criminal industry in the world; and uses violent and exploitive tactics to prey upon vulnerable members of our communities; and  
WHEREAS, the crime of human trafficking violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic exploitation, control and/or abuse; and

WHEREAS, the impact of human trafficking is wide-ranging, directly affecting foreign nationals as well as domestic men, women, children, and society as a whole; victims experience trauma, violence, manipulation and sometimes death at the hand of their traffickers; and

WHEREAS, it is often the most vulnerable members of our communities who are victimized by human trafficking, with perpetrators exploiting that vulnerability for their own needs and gains targeting an estimated 1.2 million victims nationally each year with over half of those being forced into the sex industry and 98% of those victims being female; and

WHEREAS, the County's Zero Tolerance for Domestic Violence Initiative acknowledges that fighting modern slavery is a shared community responsibility and therefore has worked with numerous public and private agencies to establish the Zero Tolerance for Human Trafficking Coalition, in order to strengthen the County's comprehensive response to human trafficking initiated by county departments, law enforcement agencies, and numerous community and faith-based organizations; and continuing to build its collaboration by linking with local, regional and federal agencies; and

WHEREAS, Contra Costa County is working to raise awareness so individuals will become more informed, and take action to end human trafficking in their communities.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim January, 2015 as SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH, and urges all residents to actively participate in the efforts to both raise awareness of and end all forms of human trafficking in our communities. Let us make it known that slavery has no place in this county, this nation or this world.

---

**JOHN GIOIA**

Chair,  
District I Supervisor

---

**CANDACE ANDERSEN**

District II Supervisor

---

**MARY N. PIEPHO**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

---

**FEDERAL D. GLOVER**

District V Supervisor



I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: January 13, 2015

Subject: Accepting Contra Costa Regional Medical Centers Designation as National Leader LGBT Healthcare Equality Index 2013-2014 by the Human Rights Campaign

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

#### VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II  
Supervisor  
Mary N. Piepho, District III  
Supervisor  
Karen Mitchoff, District IV  
Supervisor  
Federal D. Glover, District V  
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie L. Mello, Deputy

Contact: Kate Rauch 510-231-8691

cc:

## ATTACHMENTS

Resolution No.  
2015/14

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/14**

**Accepting the prestigious National Leader 2013-2014 designation by the Human Rights Campaign (the largest LGBT advocacy organization in the United States) in the Lesbian, Gay, Bisexual, and Transgender (LGBT) Healthcare Equality Index for the Contra Costa Regional Medical Centers and the Behavioral Health Division.**

Whereas, Sylvia Mathews Burwell, U.S. Secretary of Health and Human Services, recognized The Healthcare Equality Index (HEI) as an important tool for insuring that LGBT people are treated with respect and quality, appropriate care in healthcare settings; and

Whereas, in Lambda Legal's 2010 study "When Health Care Isn't Caring," 73% of transgender respondents and 29% of lesbian, gay and bisexual respondents reported that they believed they would be treated poorly by medical staff because of their LGBT status; and

Whereas, Contra Costa Health Services started the LGBT Pride Initiative in 2009 to create greater inclusion, visibility and sensitivity to LGBT patients, client and staff, and the Pride Initiative has worked to meet all of the criteria of the Leadership designation determined by the Human Rights Campaign; and

Whereas, more same-sex families are identifying themselves to the US Census now than ever before with Contra Costa County as 15th in the state's 58 counties with the most same-sex couples per capita, according to the 2010 US Census; and

Whereas, Contra Costa Regional Medical Center and Behavioral Health Division met all Core Four criteria to obtain the status of National Leader for LGBT patient-centered care, earning the coveted status Leader in LGBT Healthcare Equality; and

Whereas, only 427 medical facilities in the entire United States won the designation of Leader in LGBT Healthcare Equality, and only two public hospitals in California have earned this designation including Contra Costa Regional Medical Centers; and

Whereas to achieve the HEI Leader designation Contra Costa Regional Medical Centers documented that they had adopted and publicized foundational policies for LGBT equity and inclusion; and

Whereas, all senior leadership and staff at Contra Costa Regional Medical Centers and Behavioral Health Division participated in trainings on LGBT patient-centered care; and

Whereas, the HEI Core Four criteria also ensures compliance for the Contra Costa Regional Medical Centers with legal, CMS and Joint Commission requirements.

Now therefore be it resolved that the Board of Supervisors of Contra Costa County accepts the designation of Leader in LGBT Healthcare Equality for the Contra Costa Regional Medical Centers.

---

**JOHN GIOIA**

Chair,  
District I Supervisor

---

**CANDACE ANDERSEN**

District II Supervisor

---

**MARY N. PIEPHO**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

---

**FEDERAL D. GLOVER**

District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: January 13, 2015

Subject: Reappointments to the Contra Costa Centre Municipal Advisory Council

---

**RECOMMENDATION(S):**

REAPPOINT the following individuals to the Contra Costa Centre Municipal Advisory Council to a term ending on January 4, 2019:

Brian Amador  
697 Glosgow Circle  
Danville, CA 94526

Lynette Busby  
1350 Treat Blvd. #180  
Walnut Creek, CA 94597

Jeffrey Peckham  
15 Floss Court  
Walnut Creek, CA 94597

John Vallor  
3410 Perada Drive  
Walnut Creek, CA 94598

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Laura Case 925-521-7100

cc:

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Contra Costa Centre Municipal Advisory Council was established to advise the Board of Supervisors on local government services for the community, as requested by the Board; and provide input and reports to the Board, county staff or any county hearing body on issues of concern to the community, and shall advise the Board of Supervisors on land-use planning matters affecting the Contra Costa Centre community, such as land-use designations, General Plan amendments, environmental-impact reports, negative declarations, rezonings, land use permits, preliminary and final development plans, variances, etc. The Council shall also represent the community before the County Planning Commission, the Zoning Administrator, and the County Board of Supervisors on such land use, planning, and zoning matters. The Council may not represent the community before other public entities and agencies. It is understood that the Board of Supervisors is the final decision-making authority with respect to issues concerning the Contra Costa Centre community and that the Council shall serve solely in an advisory capacity

**CONSEQUENCE OF NEGATIVE ACTION:**

The seats on the Contra Costa Centre Municipal Advisory Council will be vacant.

**CHILDREN'S IMPACT STATEMENT:**

None



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 13, 2015

Subject: Contra Costa County Employees' Retirement Association Workers Compensation Coverage

---

**RECOMMENDATION(S):**

AUTHORIZE the County to provide the Contra Costa County Employees' Retirement Association's (CCCERA) workers' compensation coverage up to the amount of the County's self insured retention for workers compensation insurance at CCCERA's expense, from January 1, 2015 to no later than June 30, 2015, to allow CCCERA time to meet State requirements for provision of workers' compensation insurance for its employees.

**FISCAL IMPACT:**

The cost of the workers compensation coverage will be paid by CCCERA to the County at the same rate charged for the first six (6) months of the current 2014-15 fiscal year.

**BACKGROUND:**

Prior to January 1, 2015, County employees working at CCCERA were employees of the county, and the County was responsible for providing state-mandated workers compensation benefits for them.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Sharon Hymes-Offord, Risk  
Manager (925) 335-1442

By: Stephanie L. Mello, Deputy

BACKGROUND: (CONT'D)

>

With the passage of State Senate Bill 673 (Chapter 244), effective January 1, 2015, staff to CCCERA are no longer County employees, and now are employees of CCCERA. CCCERA, as the employer must provide the state-mandated workers compensation benefits to its employees injured within the scope and course of their employment with CCCERA. The State of California prescribes how an employer must meet its obligations to provide workers' compensation benefits. CCCERA is taking steps to meet its obligations and will complete this process no later than June 30, 2015. To assist CCCERA while it comes into compliance, the County would agree to provide CCCERA's workers compensation coverage up to the amount of the County's self-insured retention for workers compensation, effective January 1, 2015 but not to extend beyond June 30, 2015. The cost of the workers compensation coverage will be paid by CCCERA to the County at the same rate charged for the first six (6) months of the current 2014-15 fiscal year.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County Employees' Retirement Association employees will not have workers compensation coverage effective January 1, 2015.





Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: January 13, 2015

Subject: Add one Sheriff's Specialist position and cancel one Sheriff's Director of Support Services position in the Support Services Bureau.

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21590 to add one Sheriff's Specialist (64VE) (represented) position at salary plan and grade VN5 1285 (\$3,932-\$4,779) and cancel one Sheriff's Director of Support Services (6AFE) (represented) vacant position #14696 in the Professional Standards – Support Services Bureau.

**FISCAL IMPACT:**

\$55,913.00 annual savings to the Office of the Sheriff General Fund. \$12,849.00 annual retirement cost savings.

**BACKGROUND:**

The Sheriff's Director of Support Services in Professional Standards directs the activities of the Backgrounds Unit. The Office of the Sheriff would like to realign the Unit to provide a wider range of interchangeable functions, which a Sheriff's Specialist would provide. The ability of the Sheriff's Specialist to participate in functions of the Background Investigation will enhance the capability of the Unit to complete the Backgrounds process more timely. This classification will report to the Sergeant, who will review and guide the process, ultimately making recommendations to the Captain. The role of the Sheriff's Director of Support Services will be supplanted by the Sergeant and Captain in Professional Standards.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/13/2015**

☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Lori Brown (925)  
335-1552

CONSEQUENCE OF NEGATIVE ACTION:

Failure to implement the proposed position change will impede the Office of the Sheriff's ability to make sound fiscal decisions while meeting the performance objectives of the Professional Standards Backgrounds Unit.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21590

# POSITION ADJUSTMENT REQUEST

NO. 21590  
DATE 12/11/2014

Department Office of the Sheriff

Department No./

Budget Unit No. 0255 Org No. 2500 Agency No. 25

Action Requested: Add one Sheriff's Specialist (64VE) position and cancel one Sheriff's Director of Support Services (6AFE) position in the Professional Standards – Support Services Bureau.

Proposed Effective Date: 1/1/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$44,869.00)

Net County Cost (\$44,869.00)

Total this FY (\$22,434.50)

N.C.C. this FY (\$22,434.50)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT \$44,869.00 annual savings, \$23,076.00 is retirement

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Mary Jane Robb

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Tim Ewell

12/22/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/30/2014

Add one Sheriff's Specialist (64VE) (represented) position at salary plan and grade VN5 1285 (\$3,932-\$4,779) and cancel one Sheriff's Director of Support Services (6AFE) (represented) vacant position #14696 in the Professional Standards – Support Services Bureau.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Tanya Williams

12/30/2014

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/6/2015

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

Tim Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors  
and County Administrator

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 1/6/2015

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
  - ☐ a. Competitive examination(s)
  - ☐ b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - ☐ c. Direct appointment of:
    - ☐ 1. Merit System employee who will be placed on leave from current job
    - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: January 13, 2015

Subject: Add one Lead Detention Services Worker position and cancel one Detention Services Worker position – Custody Services Bureau.

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 20591 to add one Lead Detention Services Worker (64TB) (represented) position at salary plan and grade QS5 1061 (\$3,089 - 3,755) and cancel one Detention Service Worker (64VD) (represented) vacant position #3023 at salary plan and grade QS5 0913 (\$2,668-\$3,243) in the Office of the Sheriff-Custody Services Bureau.

**FISCAL IMPACT:**

\$9,853.00 annual cost increase to the Office of the Sheriff's General fund. Retirement costs will increase \$2,244.00 annually.

**BACKGROUND:**

The Office of the Sheriff Detention Facilities currently lacks a position classification which enables the Detention Services Unit to provide weekend supervision to the 24 hour, 7 day per week facilities. Replacing a Detention Services Worker position with a Lead Detention Services Worker will align staffing and supervision with the Detention Facility service model.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Lori Brown (925)  
335-1552

CONSEQUENCE OF NEGATIVE ACTION:

Failure to implement the proposed position change will impact the Office of the Sheriff's ability to ensure adequate services to the 24 hour, 7 day week Detention Facilities. Lack of weekend supervisory coverage contributes to an unsafe working environment; which impacts public safety.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21591

# POSITION ADJUSTMENT REQUEST

NO. 21591  
DATE 12/12/2014

Department Office of the Sheriff

Department No./

Budget Unit No. 0300 Org No. 2590 Agency No. 25

Action Requested: Add one Lead Detention Services Worker (64TB) position and cancel one Detention Services Worker (64VD) position - Custody Services Bureau.

Proposed Effective Date: 1/1/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$9,853.00

Net County Cost \$ 9,853.00

Total this FY \$4,927.00

N.C.C. this FY \$4,927.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT \$9,853.00 annual increase, \$2,244.00 retirement increase

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Mary Jane Robb

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Tim Ewell

12/22/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/30/2014

Add one Lead Detention Services Worker (64TB) (represented) position at salary plan and grade QS5 1061 (\$3,089 - 3,755) and cancel one Detention Service Worker (64VD) (represented) vacant position #3023 at salary plan and grade QS5 0913 (\$2,668-\$3,243) in the Office of the Sheriff-Custody Services Bureau.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Tanya Williams

12/30/2014

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/6/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

Tim Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors  
and County Administrator

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 1/6/2015

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
  - ☐ a. Competitive examination(s)
  - ☐ b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - ☐ c. Direct appointment of:
    - ☐ 1. Merit System employee who will be placed on leave from current job
    - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY





**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 13, 2015

Subject: Resolution No. 2015/16 to Provide a Salary Increase Adjustment for County Counsel and Public Defender Classes

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/16 to provide salary increase adjustments for the County Counsel (2EA1) and Public Defender (25A1) classifications, effective January 1, 2015.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost of approximately \$73,227, including approximate pension costs of \$17,793.

**BACKGROUND:**

On July 29, 2014, the Board of Supervisors adopted Resolution No. 2014/260, which provided salary increase adjustments for elected department heads. As an elected official classification, the District Attorney-Public Administrator was included in the salary increase adjustment, which resulted in an annual salary of \$234,000. In order to maintain internal parity between all executive attorney classifications in the County, the salaries of the County Counsel and Public Defender classes should be increased to be consistent with the salary of the District Attorney-Public Administrator classification.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

Contact: David Twa, County  
Administrator (925) 335-1080

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Harjit S. Nahal, Assistant Auditor-Controller, Human Resources

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the County could be detrimentally impacted by the potential loss of highly trained personnel.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/16

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/13/2015 by the following vote:

**AYE:** ☐  
**NO:** ☐  
**ABSENT:** ☐  
**ABSTAIN:** ☐  
**RECUSE:** ☐



**Resolution No. 2015/16**

**In the matter of:** adopting Resolution No. 2015/16 to provide salary increase adjustments for County Counsel and Public Defender classifications.

The Contra Costa County Board of Supervisors acting in its capacity as the Governing Body of the County of Contra Costa and all districts of which it is the ex-officio governing Board **RESOLVES THAT:**

Effective January 1, 2015, increase the annual base rates of the following department head attorney classifications:

1. County Counsel (2EA1) to a salary range with the top step equivalent to an annual amount of \$234,000, and
2. Public Defender (25A1) to a salary range with the top step equivalent to an annual amount of \$234,000.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: David Twa, County Administrator (925)  
335-1080**

**ATTESTED: January 13, 2015**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Harjit S. Nahal, Assistant Auditor-Controller, Human Resources



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 13, 2015

Subject: California Dept of Education General Childcare & Development restoration grant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Department director, or designee, to apply for and accept funding from California Department of Education with a payment limit not to exceed \$5,000, to fund 60 additional childcare slot for the final day of the fiscal year, June 30, 2015.

**FISCAL IMPACT:**

No County match  
78% Federal / CFDA #93.596  
22% State  
Federal funds passed through State Department of Education

**BACKGROUND:**

The Department was notified by the California Department of Education (CDE) in August 2014 of the availability of restoration funding for existing General Childcare and Development contractors. The Department seeks funding to add 60 toddler slots for one day in the following county operated programs: Balboa Children's Center, Richmond; Las Deltas Children's Center, Oakley; Contra Costa College Children's Center, San

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: J. Bhambra, (925)  
681-6304

**BACKGROUND: (CONT'D)**

Pablo; Los Nogales Children's Center, Bay Point. If awarded, the services for additional slots will begin on June 30, 2015 and the additional slot will be included in a new contract beginning July 1, 2015, once the 2015-16 CDE contract is awarded. This board order addresses the 2014-15 CDE award.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, Department will not receive restoration funds to operate the program.

**CHILDREN'S IMPACT STATEMENT:**

The Department of Education General Childcare & Development funding supports three of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 3) "Families that are Economically Self-sufficient"; and, 4) "Families that are Safe, Stable, and Nurturing" by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 13, 2015

Subject: County Provision of Subject Matter Expert Consultant Services to the State of California Office of Systems Integration

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an contract (Agreement 79131354) with the State of California Office of Systems Integration to pay County an amount not to exceed \$361,716 for County provision of a subject matter expert consultant services for the period January 1, 2015 through December 31, 2017.

**FISCAL IMPACT:**

County to receive reimbursement funding not to exceed \$361,716 from the State of California Office of Systems Integration, for travel, wages, and benefits of the SME services provided to State by County.

**BACKGROUND:**

The Employment and Human Services Department requests authorization to execute a contract with the State of California, Office of Systems Integration, to provide County subject matter expert (SME) services. In consideration for those services provided by the County SME, the State will pay the County for salary and benefits of the SME. The SME will perform analytical and technical services relative to the maintenance of new in-home support services case management,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor

Candace Andersen, District II  
Supervisor

Mary N. Piepho, District III  
Supervisor

Karen Mitchoff, District IV  
Supervisor

Federal D. Glover, District V  
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Elaine Burres, 313-1717

cc:

BACKGROUND: (CONT'D)

information and pay-rolling systems to the State OSI.

CONSEQUENCE OF NEGATIVE ACTION:

State would be forced to seek SME elsewhere.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Grant Award #29-396-15 County's Comprehensive Tobacco Control Plan (CTCP) and Budget for FY 2014-2017 with California Department of Public Health

**RECOMMENDATION(S):**

A. Approve and Authorize the Health Services Director or his designee, to execute, on behalf of the County, Grant Award #29-396-15 with the California Department of Public Health, to approve the certification page that certifies the County's compliance with certain State requirements for the Tobacco Prevention Project and accept funds payable to County in amount not to exceed \$450,000 for the period from July 1, 2014 through June 30, 2017, and

B. Approve the County's Comprehensive Tobacco Control Plan (CTCP) and Budget for FY 2014-2017 for submission to the California Department of Public Health.

**FISCAL IMPACT:**

The total amount of allocated funds for fiscal year 2014-2017 shall not exceed a total of \$450,000 from the California Department of Public Health for the Tobacco Prevention Project, Local Lead Agency. No County match required.

**BACKGROUND:**

The State has designated Contra Costa County as "the Local Lead Agency", and Public Health Division's Prevention Program is coordinating countywide tobacco control activities, including the facilitation and staffing of a Tobacco Control Coalition.

The goal of this Comprehensive Tobacco Control Plan (CTCP), County #29-396-15, is to reduce secondhand smoke,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II  
Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Wendel Brunner, MD.  
313-6712

By: Chris Heck, Deputy



**BACKGROUND: (CONT'D)**

to counter Pro-Tobacco influences and to reduce access to tobacco products in Contra Costa County. The project also works with community organizations to adopt tobacco prevention as part of their organizational mission. The local Tobacco Prevention Coalition established the Project priorities.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the County will not receive funds to continue reducing secondhand smoke, countering Pro-Tobacco influences or reducing access to tobacco products in Contra Costa County.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Grant Award #28-869 from the California Department of Public Health, Office of Health Equity

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director or his designee, to execute, on behalf of the County, Grant Award #28-869 from the California Department of Public Health, Office of Health Equity, a government agency, to pay the County an amount not to exceed \$9,400, for the Public Health CalBRACE Climate Change Project, for the period from July 1, 2013 through June 30, 2015.

**FISCAL IMPACT:**

Approval of this Grant Award will result in an amount not to exceed \$9,400 from the California Department of Public Health, Office of Health Equity for the CalBRACE Climate Change Project. No County funds required.

**BACKGROUND:**

The CalBRACE funding will support the work of the Public Health Climate Change Working Committee by focusing on identifying vulnerabilities to climate change in the County, and providing program linkages to leverage existing programs to improve climate change resilience

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II  
Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Wendel Brunner, M.D.  
313-6712

By: Chris Heck, Deputy

BACKGROUND: (CONT'D)

for County residents. The goal of this Project will be to conduct and complete a heat vulnerability study related to health risk and disseminate findings.

Approval of Grant Award #28-869 will support the Public Health CalBRACE Climate Change Project through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this Award is not approved, the County's Public Health Division will not receive funding to support the CalBRACE Climate Change Project.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Grant Award #29-338-19 from the Department of Health Care Services, Children Medical Services

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to accept, on behalf of the County, Grant Award #29-338-19, from the Department of Health Care Services, Children Medical Services, payable to the County in an amount not to exceed \$1,576,781, for the Child Health and Disability Prevention (CHDP) and the Health Care Program for Children in Foster Care (HCPFC), for the period from July 1, 2014 through June 30, 2015.

**FISCAL IMPACT:**

Approval of this grant award will result in \$1,576,781 of funding from the California Department of Health Care Services State and the Federal Financial Participation for the County's Child Health and Disability Prevention (CHDP) and the Health Care Program for Children in Foster Care (HCPFC) projects. A county match of \$389,972 in County General Funds is required.

**BACKGROUND:**

The CHDP Program carries out State mandates regarding early and periodic screening, diagnosis and treatment and case coordination of health and dental services for children on Medi-Cal or within the 200% poverty level.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Wendel Bruner, M.D.  
313-6712

**BACKGROUND: (CONT'D)**

These services are federally required and consistent with approved standards of medical practice. The CHDP program is responsible for provider certifications, network and resource development, training, outreach, care coordination, follow up and communications with medical and dental providers.

Contract meets the social needs of County's population by providing. This program works closely with community providers, other health related agencies, Managed Care, County Departments including Employment and Human Services, Probation, and Community Services as well as other Health Services Divisions to provide a wide variety of health related consultation services.

The goal of the Program is to provide access to Contra Costa County low income children for periodic wellness care, provide further diagnosis and treatment for medical and dental problems found, assist with enrollment into a comprehensive plan, provide case coordination, follow up, and liaison to various resources, and provide case management and payment for care for children ages 0-21. The HCPCFC program carries out federal and state mandates for children in foster care and the juvenile justice system.

Approval of Grant Award #29-338-19 is necessary for the continuation of this long standing state and federal funding that supports these ongoing Public Health Programs: Child Health and Disability Prevention (CHDP and the Health Care Program for Children in Foster Care (HCPCFC) through June 30, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the County will not receive funding to support the CHDP and the HCPCFC programs to comply with State and Federal requirements.

**CHILDREN'S IMPACT STATEMENT:**

NOT APPLICABLE



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 13, 2015

Subject: Contract for Operations of the Covered California Call Center

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute a contract with the State of California, Health Benefit Exchange, to pay the County an amount not to exceed \$33,754,425 for the continued operations of the Contra Costa County Covered California Call Center for the period of February 1, 2015 through June 30, 2017. (No County match)

**FISCAL IMPACT:**

100% State reimbursement, via Federal funds, authorized under the Affordable Care Act. No County general purpose revenue will be used to support the Call Center.

This contract provides for reimbursement by the State of California for all costs incurred by the County in the operations of the Call Center. The costs over the period of the contract are:

February 1, 2015 through June 30, 2015 - \$5,575,464

July 1, 2015 through June 30, 2016 - \$13,766,962

July 1, 2016 through June 30, 2017 - \$14,411,999

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Wendy Therrian,  
925-313-1593

cc:

## BACKGROUND:

The Department has successfully operated the Contra Costa County Covered California Call Center which is otherwise known as the “7Cs” Call Center. The 7Cs Call Center is the only County-operated Covered California Call Center in the State and has been operated by the Department under contract with the Health Benefit Exchange (HBEX) since March 2013.

The first launch of Covered California Call Centers was initiated by the Employment & Human Services Department (EHSD) when the Department undertook the first “soft” launch of the 7Cs Call Center in August 2013 taking informational statewide calls from interested Covered California customers. On October 1, 2013, the Center (one of three Covered California Call Centers in the State) began all operational activities by taking statewide calls and in providing health care coverage plan enrollment during this initial Open Enrollment period under the Affordable Care Act (ACA).

The 7Cs Call Center handles an average (over a seven month period) of over 158,000 calls per month and close to 200,000 calls per month during the open enrollment period.

With the approval of the contract recommended in this Board Order, the operations of the 7Cs Call Center will continue to the next 29 months, providing jobs to County residents, and assisting residents throughout the State in obtaining health care coverage. Some changes contained in this contract, compared to the current contract which expires on January 31, 2015, include the following:

1. The original contract did not allow for the reimbursement of overtime costs. The new contract allows for reimbursement of all costs associated with overtime work performed by paid staff when that overtime has been requested by the State.
2. The identification of other services to be provided at the Center (beyond determining eligibility) including health care plan enrollment and certification; addressing questions/discrepancies in health care plans, coverage, or payments, or to assist with broker assistance; and, in determining the status of either paper or on-line applications. We perform this work already.
3. Deleted existing references in Exhibit A pertaining to the ratio of Customer Service Agents (CSAs) to Supervisors and the ratio of Supervisors to Managers for performance and cost purposes.
4. Included chat and email as other means of customer communication with the 7Cs CSAs beyond phone calls.
5. Allowing for reimbursement for the time our CSAs log-on and off the CalHEERs and CRM systems.
6. Informing us in advance (when feasible) of any system or technology problems which may affect Call Center operations, service levels, or performance.
7. Deleted the training certification as a pre-requisite for CSAs to take calls.
8. Inclusion of a new section on Background Investigations (to be directly discussed with Covered California) in which we are to submit the background investigations conducted on our 7Cs Call Center staff (again, this new requirement requires a more direct discussion).

## CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Supervisors decide not to approve the recommended contract, the Contra Costa County Covered California Call Center would be shut down. The State of California would absorb the workload at their call center locations.

## CHILDREN'S IMPACT STATEMENT:

The five community outcomes established in the Children’s Report Card are supported by the operations of the 7C’s call center. The five outcomes are: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families. By providing the opportunity for children and families to obtain and retain health care coverage, children are more likely to achieve all five of these outcomes.

## ATTACHMENTS

DRAFT Covered California Contract

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

**CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

41

**Pages**

AGREEMENT NUMBER

AMENDMENT NUMBER

**12-E9053****A2**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

**California Health Benefit Exchange**

CONTRACTOR'S NAME

**Contra Costa County**

2. The term of this

Agreement is **February 1, 2013** Through **June 30, 2017**

3. The maximum amount of this **\$33,754,425.00**

Agreement after this **Thirty-three million seven hundred fifty-four thousand four hundred twenty-five dollars**  
 amendment is: **and no cents**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. Purpose: The purpose of this amendment is to extend the term of the contract, add additional funds and update and revise all exhibits.
- II. Exhibit B – Budget Detail and Payment Provisions, (5 Pages) - is hereby revised and replaced in its entirety.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)***Contra Costa County**BY *(Authorized Signature)*DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

**John Gioia, Chair, Board of Supervisors**

ADDRESS

**40 Douglas Drive  
Martinez, CA 94553****STATE OF CALIFORNIA**

AGENCY NAME

**California Health Benefit Exchange**BY *(Authorized Signature)*DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

**LaVonne Coen, Deputy Chief Operations Officer**

ADDRESS

**1601 Exposition Blvd., Sacramento, CA 95815**

**CALIFORNIA**  
**Department of General Services**  
**Use Only**

☒ Exempt per: GC Sec 100505





## **EXHIBIT A**

### **(Public Entity Agreement)**

#### **SCOPE OF WORK**

The Scope of Work consists of the following items, and is the basis of the work identified in Section 3, General Statement and Purpose of Work, of the HBEX12 County Service Center Request for Offer (RFO):

#### **A. STATEMENT OF WORK:**

Contra Costa County (County) shall provide staff and facilities to perform work as follows:

1. STAFFING:
  - a. The County shall provide, located at the County site:
    - 1) A minimum of one hundred and sixty two (162) full-time equivalents (FTEs) Customer Service Agents (CSAs), also referred to as Call Center staff. The number of permanent full-time and permanent intermittent CSAs will be determined based upon call center demand and direction from the Health Benefit Exchange (Exchange), as specified under this contract. It is understood that the permanent intermittent CSA assignments will require reduced hours or a variance from a full-time schedule during non-open enrollment periods.
    - 2) Sufficient front-line supervisors to meet an overall operational average of one-to-fifteen (1:15) ratio of supervisors to (CSAs). As the Exchange Service Center operations are further refined, the County shall conform to staffing ratios consistent with Exchange-operated facilities.
    - 3) Sufficient Operations management staff to provide an overall operational average of one-to-six (1:6) ratio of Operations Managers to supervisors. As the Exchange Service Center operations are further refined, the County shall conform to staffing ratios consistent with Exchange-operated facilities. A minimum of one (1) dedicated Operations Manager is required to be working at all times when the call center is open.
    - 4) One (1) dedicated Exchange Call Center Manager, one (1) dedicated Exchange Call Center Quality Control Manager, one (1) dedicated Exchange Call Center Training Coordinator, and one (1) dedicated Exchange Call Center Quality Assurance Monitor. The Exchange Call Center Manager, Exchange Call Center Quality Control Manager, and the Exchange Call Center Training Coordinator are accountable for the site's overall performance.
    - 5) A single, named individual designated as the Site Director or Exchange Call Center Manager, with dotted line accountability to the Exchange service center management. This role may be leveraged with other

## **EXHIBIT A**

### **(Public Entity Agreement)**

County personnel; however, allocation to County Service Center shall be sufficient to meet Exchange needs.

The Exchange shall not restrict County hiring conditions, processes, or any other matters relative to the employment of staff under this contract such as required attendance at County or Department trainings, meetings, and any necessary work activities or accommodations. This includes the compensation of County Exchange staff including the granting of cost of living adjustments as part of the County's collective bargaining processes

**2. QUALITY OF WORK:**

Customer Service Agents must meet minimum training and performance requirements as set forth by the Exchange in order to be permitted to take and handle customer inquiries including phone calls, emails, and web chats.

- a. County shall commit to a formal performance management program that measures key performance metrics. Performance will be tracked by the Exchange and measured on the individual customer service agent, supervisor, manager, and site on a regular basis. This will include Average Handle Time, Schedule Adherence, Quality Adherence, and Customer Satisfaction. Any other key performance metrics to be measured or evaluated as requirements by the Exchange under this contract must be shared, discussed, and agreed-to by the County.

**3. TASKS AND RESPONSIBILITIES – the County shall:**

- a. Conduct Customer Service Agent training using, at a minimum, the Exchange provided training curriculum. The Exchange agrees to provide updated training curriculum, modules, and materials in a timely manner to conduct this training. Based on direction from the Exchange, the County will certify satisfactory training completion.
- b. Maintain call center hours of operation identical to the Exchange Service Center hours of operation in subparagraphs 1 and 2 below.
  - 1) Open Enrollment periods: Monday – Friday 8:00 a.m. – 8:00 p.m., and Saturday, 8:00 a.m. to 6:00 p.m.
  - 2) Non-Open Enrollment periods: Monday – Friday 8:00 a.m. – 6:00 p.m., and Saturday 8:00 a.m. – 5:00 p.m.
  - 3) The County is responsible for any local work rules changes required to conform to the Exchange Service Center hours of operation.
  - 4) The County may start work shifts at 7:45 a.m. to allow CSAs to be logged into all systems including the Automated Call Distribution (ACD) telephony system, the Customer Relationship Management (CRM) system, and the California Healthcare Eligibility, Enrollment and

## **EXHIBIT A**

### **(Public Entity Agreement)**

Retention System (CalHEERS) to be ready to receive calls, emails, and chats promptly at 8:00 a.m. The County may also allow 30 minutes following the end of shifts for CSAs to end their calls and complete all wrap-up activities including systems log-off.

- c. Utilize the Service Center desktop utilized by the Exchange Service Center(s.) This is currently the California Healthcare Eligibility, Enrollment, and Retention System (CalHEERS), but may include other systems and technologies as determined by the Exchange. The Exchange shall provide, manage, maintain and upgrade, as may be determined necessary by the Exchange, call center technologies required to deliver multi-channel and customer service tools on the desktop (e.g., CalHEERS, Customer Relationship Management (CRM) system, Automated Call Distribution (ACD) system, et al) needed to take and handle customer calls for the Exchange, consistent with Exchange enterprise wide standards. The County will be informed in a timely manner of any system or technology problems which may affect Call Center operations, service levels, or performance. As appropriate, this notification will include direction, resolution and timing, plans of action and timeframes, and any necessary work-arounds that may be required.
- d. Utilize CalHEERS to determine eligibility and health care plan enrollment and certification; and to provide other customer services as may be necessary including renewals, addressing questions and discrepancies in health care plans, coverage or payments; or to assist with broker assistance, and in determining the status of either paper or on-line applications.
- e. Adhere to the Exchange protocols and scripts (knowledgebase) for contact handling.
- f. Provide staff on the dedicated queues with next available agent to support the Exchange Service Center. When staff are logged into the dedicated Exchange queue, they shall work on Exchange Service Center work only.
- g. Enable the CSA to handle a call, chat, or email through the potential life cycle, that is, from inquiry to eligibility through to plan enrollment. Other customer services such as those identified in Section 3.d above may be provided based on direction from the Exchange.
- h. Commit one or more liaison resources to work with the centralized Exchange Command Center. The centralized Exchange Command Center provides all workforce management forecasting, schedules and monitoring across all Exchange and County service center sites.
- i. Adhere to the Exchange Command Service Center workforce management forecast and scheduling requirements.

## **EXHIBIT A**

### **(Public Entity Agreement)**

- j. Work collaboratively with the Exchange Service Center staff in the development and refinement of training materials and curriculum, quality assurance programs and knowledge-based tools. This may require travel and travel costs for the dedicated staff for which reimbursement will be provided by the Exchange according to County Travel Reimbursement guidelines and policies.
- k. Allow access to on-site operations by Exchange Service Center staff or approved consultants during normal business hours of operation for scheduled and unscheduled visits. To the extent possible, and to allow for optimum security at the Call Center, the Exchange Service Center will give prior notice of those Exchange Service Center staff and consultants who will be visiting the Center including the names, dates, times, and purposes of the visits. The County reserves the right to request identification verification of visiting Exchange Service Center staff and consultants if the identity of these visitors is unknown.
- l. Provide all facilities, including furniture, cubes, office supplies, etc., to perform the required work, including any facilities and resources for training. Provide wiring from the point of presence to the workstation. Voice and Data technology shall be provided by the Exchange; however the facility must be capable of supporting such technology.
  - 1) The facilities shall include space for up to two (2) desktop/technology support staff provided by the Exchange.
- m. Designate a single person (e.g., site director) to whom all project communications may be addressed and who has the authority to act on all aspects of the contract for services. This person will be responsible for the overall project and will be the contact for all invoice and County staffing issues.
- n. Meet the Exchange Service Center timelines for continued operation of the Call Center. The following key milestone dates are planned, but may change:
  - 1) HBEX contract approval by December 31, 2014.
  - 2) County Board of Supervisor approval of the contract on January 13, 2015
  - 3) Effective start date of the contract on February 1, 2015 with an operational start date of February 2, 2015.
- o. The parties acknowledge that the County operates a subsidized employment program which provides employment, training, and supervision targeted to CalWORKs recipients. The goal of the subsidized employment program is to provide supervised work and enrichment activities leading to unsubsidized employment for CalWORKs clients.

## **EXHIBIT A**

### **(Public Entity Agreement)**

It is agreed that CalWORKs clients may be placed at the Exchange Call Center in paid subsidized employment slots to provide Center support. CalWORKs clients placed at the Center will be covered under signed worksite agreements and will be subsidized by CalWORKs funds during the worksite placement period. CalWORKs clients placed at the Exchange call center shall not displace any current represented County employees nor violate any provisions listed in Exhibit C, Section U.

The Exchange shall not incur any direct costs related to the employment of individuals employed through the CalWORKs program.

4. **PROJECT REPRESENTATIVES:**

The representatives for this project, during the term of this Agreement, shall be:

<b>Exchange Program Representative</b>	<b>County Representative:</b>
Carene Carolan California Health Benefit Exchange 1601 Exposition Blvd. Sacramento, CA 95815 (916) 437-5020 - T Carene.Carolan@covered.ca.gov	Wendy Therrian Contra Costa County Employment & Human Services Department 40 Douglas Drive Martinez, CA 94553 (925) 313-1593 - T (925) 313-1575 - F <a href="mailto:wtherria@ehsd.cccounty.us">wtherria@ehsd.cccounty.us</a>

**Exhibit B - Attachment 1 - Approved Line Item Budget**

12-E9053 A2  
CA Health Benefit Exchange/Contra Costa County

**Covered California Call Center Contract Line Item Budget**

					CONTRACT			Total Contract
Line Item Description					FY 14-15 Feb. 2015-June 2015	Fiscal Year 2015-2016 (2% COLA on OH, 3% on S&B)	Fiscal Year 2016-2017 (2% COLA on OH, 3% on S&B)	
<b>Operating Overhead</b>								
1	Office Supplies			\$ 40,600	\$ 16,917	\$ 41,412	\$ 42,240	\$ 100,569
2	Communication/Telephone Charges			\$ 6,500	\$ 2,708	\$ 6,630	\$ 6,763	\$ 16,101
3	Minor Furniture/Office Equipment			\$ 15,000	\$ 6,250	\$ 15,300	\$ 15,606	\$ 37,156
4	Minor Computer Equipment			\$ 6,000	\$ 2,500	\$ 6,120	\$ 6,242	\$ 14,862
5	Rents, Leases, Maintenance - Equipment			\$ 15,000	\$ 6,250	\$ 15,300	\$ 15,606	\$ 37,156
6	Requested Bldg Maintenance-Outside of lease agreement			\$ 10,500	\$ 4,375	\$ 10,710	\$ 10,924	\$ 26,009
7	Employee mileage and travel related expenses			\$ 6,000	\$ 2,500	\$ 6,120	\$ 6,242	\$ 14,862
8	Non-Co. Professional Services			\$ 25,000	\$ 10,417	\$ 25,500	\$ 26,010	\$ 61,927
9	Information Security Charge			\$ 6,838	\$ 2,849	\$ 6,975	\$ 7,114	\$ 16,938
10	Other Telecom Charges			\$ 4,000	\$ 1,667	\$ 4,080	\$ 4,162	\$ 9,909
11	Interdepartmental Charges - Direct			\$ 9,000	\$ 3,750	\$ 9,180	\$ 9,364	\$ 22,294
12	Countywide Cost Allocation A-87 (billed annually based on actual Call Center FTEs on board))			\$ 171,088	\$ 71,287	\$ 174,510	\$ 178,000	\$ 423,797
13	Liability charges from Risk Management (billed annually based on actual Call Center FTEs on board)			\$ 29,080	\$ 12,117	\$ 29,661	\$ 30,254	\$ 72,032
14	Prorated share of General Admin Support Staff and associated overhead costs - Indirect Cost Rate (ICR) will be billed quarterly based on actual Call Center FTEs		184	\$ 1,092,116	\$ 455,048	\$ 1,124,879	\$ 1,158,625	\$ 2,738,553
15	Building Lease			\$ 404,580	\$ 168,575	\$ 404,580	\$ 652,260	\$ 1,225,415
<b>Subtotal Overhead Operating Costs &amp; Indirect Overhead Staffing</b>					<b>\$ 767,209</b>	<b>\$ 1,880,957</b>	<b>\$ 2,169,413</b>	<b>\$ 4,817,580</b>
<b>Direct Billed Staff</b>								
16	Direct Call Center Clerical Support		3	\$ 209,960	\$ 87,483	\$ 216,259	\$ 222,747	\$ 526,489
17	Clerical Supervisor with Bldg differential		1	\$ 114,007	\$ 47,503	\$ 117,427	\$ 120,950	\$ 285,880
18	Secretary for Division Manager & Call Center		1	\$ 69,934	\$ 29,139	\$ 72,032	\$ 74,193	\$ 175,364
19	Lead Division Manager (Includes a 5% differential)		1	\$ 96,238	\$ 40,099	\$ 99,125	\$ 102,099	\$ 241,323
20	Customer Svc Agent II		29	\$ 2,144,078	\$ 893,366	\$ 2,208,400	\$ 2,274,652	\$ 5,376,419
21	Customer Svc Agent I		70	\$ 4,455,299	\$ 1,856,375	\$ 4,588,958	\$ 4,726,627	\$ 11,171,959
22	Customer Svc Agent I-Permanent Intermittent		12	\$ 1,317,183	\$ 548,826	\$ 1,356,698	\$ 1,397,399	\$ 6,434,032
23	Customer Service Agent Supervisors		1	\$ 99,972	\$ 41,655	\$ 102,971	\$ 106,060	\$ 3,302,924
24	Exchange Call Center Quality Assurance Monitor		1	\$ 125,914	\$ 52,484	\$ 129,691	\$ 133,582	\$ 250,686
25	Exchange Call Center Training Coordinator (SDS)		1	\$ 158,068	\$ 65,862	\$ 162,810	\$ 167,694	\$ 315,738
26	Exchange Call Center Quality Control Mgr (Division Mgr.)		1	\$ 183,311	\$ 76,380	\$ 188,810	\$ 194,475	\$ 396,366
27	Exchange Call Center Manager (Division Manager)		1	\$ 183,311	\$ 76,380	\$ 188,810	\$ 194,475	\$ 459,665
<b>Subtotal Direct Salaries &amp; Benefits</b>					<b>\$ 4,808,255</b>	<b>\$ 11,886,005</b>	<b>\$ 12,242,585</b>	<b>\$ 28,936,845</b>
<b>Total Contract by Fiscal Year</b>					<b>\$ 5,575,464</b>	<b>\$ 13,766,962</b>	<b>\$ 14,411,999</b>	<b>\$ 33,754,425</b>

Exhibit B - Attachment 2 - Budget Detail & Metrics

12-E9053 A2  
CA Health Benefit Exchange/Contra Costa County

Covered California Call Center Contract Line Item Budget							
				CONTRACT			
Line Item Description	Indirect Cost per FTE	FTEs	Fiscal 14-15 Annual Estimate	FY 14-15 Feb. 2015-June 2015	Fiscal Year 2015-2016 (2% COLA on OH, 3% on S&B)	Fiscal Year 2016-2017 (2% COLA on OH, 3% on S&B)	Total Contract
<b>Operating Overhead</b>							
Office Supplies			\$ 40,600	\$ 16,917	\$ 41,412	\$ 42,240	\$ 100,569
Communication/Telephone Charges			\$ 6,500	\$ 2,708	\$ 6,630	\$ 6,763	\$ 16,101
Minor Furniture/Office Equipment			\$ 15,000	\$ 6,250	\$ 15,300	\$ 15,606	\$ 37,156
Minor Computer Equipment			\$ 6,000	\$ 2,500	\$ 6,120	\$ 6,242	\$ 14,862
Rents, Leases, Maintenance - Equipment			\$ 15,000	\$ 6,250	\$ 15,300	\$ 15,606	\$ 37,156
Requested Bldg Maintenance-Outside of lease agreement			\$ 10,500	\$ 4,375	\$ 10,710	\$ 10,924	\$ 26,009
Employee mileage and travel related expenses			\$ 6,000	\$ 2,500	\$ 6,120	\$ 6,242	\$ 14,862
Non-Co. Professional Services			\$ 25,000	\$ 10,417	\$ 25,500	\$ 26,010	\$ 61,922
Information Security Charge			\$ 6,838	\$ 2,849	\$ 6,975	\$ 7,114	\$ 16,938
Other Telecom Charges			\$ 4,000	\$ 1,667	\$ 4,080	\$ 4,162	\$ 9,909
Interdepartmental Charges - Direct			\$ 9,000	\$ 3,750	\$ 9,180	\$ 9,364	\$ 22,294
Countywide Cost Allocation A-87 (billed annually based on actual Call Center FTEs on board))			\$ 171,088	\$ 71,287	\$ 174,510	\$ 178,000	\$ 423,797
Liability charges from Risk Management (billed annually based on actual Call Center FTEs on board)			\$ 29,080	\$ 12,117	\$ 29,661	\$ 30,254	\$ 72,032
Prorated share of General Admin Support Staff and associated overhead costs - Indirect Cost Rate (ICR) will be billed quarterly based on actual Call Center FTEs	\$ 5,951	184	\$ 1,092,116	\$ 455,048	\$ 1,124,879	\$ 1,158,625	\$ 2,738,553
<b>Subtotal Operating Overhead</b>				<b>\$ 598,634</b>	<b>\$ 1,476,377</b>	<b>\$ 1,517,153</b>	<b>\$ 3,592,165</b>
<b>Direct Billed Staff</b>							
Direct Call Center Clerical Support		3	\$ 209,960	\$ 87,483	\$ 216,259	\$ 222,747	\$ 526,489
Clerical Supervisor with Bldg differential		1	\$ 114,007	\$ 47,503	\$ 117,427	\$ 120,950	\$ 285,880
Secretary for Division Manager & Call Center		1	\$ 69,934	\$ 29,139	\$ 72,032	\$ 74,193	\$ 175,364
Lead Division Manager (Includes a 5% differential)		1	\$ 96,238	\$ 40,099	\$ 99,125	\$ 102,998	\$ 241,323
<b>Subtotal Direct Billed Staff</b>				<b>\$ 204,225</b>	<b>\$ 504,843</b>	<b>\$ 519,988</b>	<b>\$ 1,229,056</b>
<b>Customer Service &amp; Supervisory Staff</b>							
<b>Customer Svc Agent II</b>	<b>29</b>	<b>\$ 2,144,078</b>	<b>\$ 893,366</b>	<b>\$ 2,208,400</b>	<b>\$ 2,274,652</b>	<b>\$ 5,376,419</b>	
Customer Svc Agent II Salary		\$ 1,237,349	\$ 515,562	\$ 1,274,469	\$ 1,312,704	\$ 3,102,735	
Customer Svc Agent II Benefits		\$ 906,729	\$ 377,804	\$ 933,931	\$ 961,949	\$ 2,273,683	
<b>Customer Svc Agent I</b>	<b>70</b>	<b>\$ 4,455,299</b>	<b>\$ 1,856,375</b>	<b>\$ 4,588,958</b>	<b>\$ 4,726,627</b>	<b>\$ 11,171,959</b>	
Customer Svc Agent I Salary		\$ 2,571,156	\$ 1,071,315	\$ 2,648,291	\$ 2,727,739	\$ 6,447,345	
Customer Svc Agent I Benefits		\$ 1,884,143	\$ 785,060	\$ 1,940,667	\$ 1,998,887	\$ 4,724,614	
<b>Customer Svc Agent I-Permanent Intermittent</b>	<b>63</b>	<b>\$ 2,565,847</b>	<b>\$ 1,069,103</b>	<b>\$ 2,642,822</b>	<b>\$ 2,722,107</b>	<b>\$ 6,434,032</b>	
Customer Svc Agent I-Permanent Intermittent Salary		\$ 2,314,702	\$ 964,459	\$ 2,384,143	\$ 2,455,667	\$ 5,804,270	
Customer Svc Agent I-Permanent Intermittent Benefit		\$ 251,145	\$ 104,644	\$ 258,679	\$ 266,440	\$ 629,763	
<b>Customer Service Agent Supervisors</b>	<b>12</b>	<b>\$ 1,317,183</b>	<b>\$ 548,826</b>	<b>\$ 1,356,698</b>	<b>\$ 1,397,399</b>	<b>\$ 3,302,929</b>	
Customer Service Agent Supervisors Salary		\$ 760,147	\$ 316,728	\$ 782,951	\$ 806,440	\$ 1,906,119	
Customer Service Agent Supervisors Benefits		\$ 557,036	\$ 232,098	\$ 573,747	\$ 590,959	\$ 1,396,805	
<b>Subtotal Customer Service &amp; Supervisory Staff</b>				<b>\$ 4,367,670</b>	<b>\$ 10,796,879</b>	<b>\$ 11,120,786</b>	<b>\$ 26,285,334</b>
<b>Customer Service &amp; Supervisory Staff</b>							
Exchange Call Center Quality Assurance Monitor		1	\$ 99,972	\$ 41,655	\$ 102,971	\$ 106,060	\$ 250,686
Exchange Call Center Training Coordinator (SDS)		1	\$ 125,914	\$ 52,464	\$ 129,691	\$ 133,582	\$ 315,738
Exchange Call Center Quality Control Mgr (Division Mgr.)		1	\$ 158,068	\$ 65,862	\$ 162,810	\$ 167,694	\$ 396,366
Exchange Call Center Manager (Division Manager)		1	\$ 183,311	\$ 76,380	\$ 188,810	\$ 194,475	\$ 459,665
<b>Subtotal Direct Salaries &amp; Benefits</b>				<b>\$ 236,360</b>	<b>\$ 584,283</b>	<b>\$ 601,811</b>	<b>\$ 1,422,455</b>
<b>Building Lease</b>							
Building Lease			\$ 404,580	\$ 168,575	\$ 404,580	\$ 652,260	\$ 1,225,415
<b>Subtotal Building Lease</b>				<b>\$ 168,575</b>	<b>\$ 404,580</b>	<b>\$ 652,260</b>	<b>\$ 1,225,415</b>
<b>Total Contract by Fiscal Year</b>				<b>\$ 5,575,464</b>	<b>\$ 13,766,962</b>	<b>\$ 14,411,999</b>	<b>\$ 33,754,425</b>
<b>Ratio's &amp; Metrics</b>							
<b>Operating Overhead as a percent of CSR &amp; Supervisory Salaries</b>				<b>20.9%</b>	<b>20.8%</b>	<b>20.8%</b>	<b>20.8%</b>
<b>Direct Billed Staff as a percent of CSR &amp; Supervisory Salaries</b>				<b>7.1%</b>	<b>7.1%</b>	<b>7.1%</b>	<b>7.1%</b>
<b>Overall Overhead Allocation</b>				<b>28.0%</b>	<b>27.9%</b>	<b>27.9%</b>	<b>27.9%</b>
Operating Overhead			\$ 1,436,722	\$ 598,634	\$ 1,476,377	\$ 1,517,153	\$ 3,592,165
Direct Billed Staff			\$ 490,139	\$ 204,225	\$ 504,843	\$ 519,988	\$ 1,229,056
CSR & Supervisory Salaries			\$ 6,883,354	\$ 2,868,064	\$ 7,089,855	\$ 7,302,550	\$ 17,260,469
Benefit Rate Full Time CSRs			73.3%	73.3%	73.3%	73.3%	73.3%
Benefit Rate Part Time CSRs			10.8%	10.8%	10.8%	10.8%	10.8%
Average CSR II Monthly Salary			\$ 3,556	\$ 3,556	\$ 3,662	\$ 3,772	\$ 3,689
Average CSR I Monthly Salary			\$ 3,061	\$ 3,061	\$ 3,153	\$ 3,247	\$ 3,176
Average CSR Supervisor Monthly Salary			\$ 5,279	\$ 5,279	\$ 5,437	\$ 5,600	\$ 5,477
Average CSR I PI Monthly Salary			\$ 2,448	\$ 2,448	\$ 2,521	\$ 2,597	\$ 2,540
Average CSR II Hourly Salary			\$ 24.24	\$ 24.24	\$ 24.97	\$ 25.72	\$ 25.15
Average CSR I Hourly Salary			\$ 20.87	\$ 20.87	\$ 21.50	\$ 22.14	\$ 21.65
Average CSR Supervisor Hourly Salary			\$ 35.99	\$ 35.99	\$ 37.07	\$ 38.18	\$ 37.35
Average CSR I PI Hourly Salary			\$ 20.87	\$ 20.87	\$ 21.50	\$ 22.15	\$ 21.66
Yearly Hours Full Time			1,760	733	1,760	1,760	4,253
Yearly Hours Part Time			1,407	586	1,407	1,407	3,400
Average Hourly Rate for Full Time CSR's & Supervisor's			\$ 26.22	\$ 26.22	\$ 27.01	\$ 27.82	\$ 27.21
Average Hourly Rate for Part Time CSR's			\$ 20.88	\$ 20.88	\$ 21.50	\$ 22.15	\$ 21.66
Average Loaded Hourly Rate for Full Time CSR's & Supervisor's			\$ 52.77	\$ 52.77	\$ 54.34	\$ 55.96	\$ 54.74
Average Loaded Hourly Rate for Part Time CSR's			\$ 28.98	\$ 28.98	\$ 29.84	\$ 30.73	\$ 30.06
Overall Average Loaded Blended Hourly Rate			\$ 42.21	\$ 42.21	\$ 43.46	\$ 44.75	\$ 43.78
Full Time CSR's as a percent of CSR Total				44%			



## Exhibit B - Attachment 3 - Sample Monthly Invoice Template

12-E9053 A2

CA Health Benefit Exchange/Contra Costa

## Covered California Call Center Contract

Month Ending: June 30, 2015

			CONTRACT TO DATE		
Line Item Description	Positons	FTEs	Current Month Charges	State Fiscal Year-to-Date	Contract To-Date
<b>Operating Overhead</b>					
1 Office Supplies			\$ 3,368	\$ 20,208	\$ 60,625
2 Communication/Telephone Charges			\$ 542	\$ 3,250	\$ 9,750
3 Minor Furniture/Office Equipment			\$ 1,250	\$ 7,500	\$ 22,500
4 Minor Computer Equipment			\$ 500	\$ 3,000	\$ 9,000
5 Rents, Leases, Maintenance - Equipment			\$ 1,250	\$ 7,500	\$ 22,500
6 Requested Bldg Maintenance-Outside of lease agreement			\$ 875	\$ 5,250	\$ 15,750
7 Employee mileage and travel related expenses			\$ 500	\$ 3,000	\$ 9,000
8 Non-Co. Professional Services			\$ 2,083	\$ 12,500	\$ 37,500
9 Information Security Charge			\$ 570	\$ 3,419	\$ 10,257
10 Other Telecom Charges			\$ 333	\$ 2,000	\$ 6,000
11 Interdepartmental Charges - Direct			\$ 750	\$ 4,500	\$ 13,500
Countywide Cost Allocation A-87 (billed annually based on actual Call Center					
12 FTEs on board)			\$ 14,257	\$ 85,544	\$ 256,632
Liability charges from Risk Management (billed annually based on actual Call					
13 Center FTEs on board)			\$ 2,423	\$ 14,540	\$ 43,619
Prorated share of General Admin Support Staff and associated overhead costs -					
Indirect Cost Rate (ICR) will be billed quarterly based on actual Call Center					
14 FTEs		184	\$ 91,010	\$ 546,058	\$ 1,638,173
<b>Subtotal Operating Overhead</b>			<b>\$ 119,712</b>	<b>\$ 718,269</b>	<b>\$ 2,154,807</b>
<b>Direct Billed Staff</b>					
16 Direct Call Center Clerical Support	3		\$ 17,497	\$ 104,980	\$ 314,940
17 Clerical Supervisor with Bldg differential	1		\$ 9,501	\$ 57,004	\$ 171,011
18 Secretary for Division Manager & Call Center	1		\$ 5,828	\$ 34,967	\$ 104,901
19 Lead Division Manager (Includes a 5% differential)	1		\$ 8,020	\$ 48,119	\$ 144,357
<b>Subtotal Direct Billed Staff</b>			<b>\$ 40,845</b>	<b>\$ 245,070</b>	<b>\$ 735,209</b>
<b>Customer Service &amp; Supervisory Staff</b>					
20 Customer Svc Agent II	29	29	\$ 178,673	\$ 1,072,039	\$ 3,216,117
Customer Svc Agent II Salary			\$ 103,112	\$ 618,675	\$ 1,856,024
Customer Svc Agent II Benefits			\$ 75,561	\$ 453,365	\$ 1,360,094
Customer Svc Agent II Hours			147	\$ 880	\$ 2,640
21 Customer Svc Agent I	70	70	\$ 371,275	\$ 2,227,650	\$ 6,682,949
Customer Svc Agent I Salary			\$ 214,263	\$ 1,285,578	\$ 3,856,734
Customer Svc Agent I Benefits			\$ 157,012	\$ 942,072	\$ 2,826,215
Customer Svc Agent I Hours			147	\$ 880	\$ 2,640
22 Customer Svc Agent I-Permanent Intermittent	79	63	\$ 213,821	\$ 1,282,924	\$ 3,848,771
Customer Svc Agent I-Permanent Intermittent Salary			\$ 192,892	\$ 1,157,351	\$ 3,472,053
Customer Svc Agent I-Permanent Intermittent Benefits			\$ 20,929	\$ 125,573	\$ 376,718
Customer Svc Agent I - PI Hours			117	\$ 704	\$ 2,111
23 Customer Service Agent Supervisors		12	\$ 109,765	\$ 658,592	\$ 1,975,775
Customer Service Agent Supervisors Salary			\$ 63,346	\$ 380,074	\$ 1,140,221
Customer Service Agent Supervisors Benefits			\$ 46,420	\$ 278,518	\$ 835,554
Customer Svc Agent Supervisors Hours			147	\$ 880	\$ 2,640
<b>Subtotal Customer Service &amp; Supervisory - Staff Salaries &amp; Benefits</b>			<b>\$ 873,534</b>	<b>\$ 5,241,204</b>	<b>\$ 15,723,611</b>
<b>Subtotal Customer Service &amp; Supervisory - Hours</b>			<b>557</b>	<b>3,344</b>	<b>10,031</b>
<b>Customer Service &amp; Supervisory Staff</b>					
24 Exchange Call Center Quality Assurance Monitor	1		\$ 8,331	\$ 49,986	\$ 149,958
25 Exchange Call Center Training Coordinator (SDS)	1		\$ 10,493	\$ 62,957	\$ 188,871
26 Exchange Call Center Quality Control Mgr (Division Mgr.)	1		\$ 13,172	\$ 79,034	\$ 237,102
27 Exchange Call Center Manager (Division Manager)	1		\$ 15,276	\$ 91,656	\$ 274,967
<b>Subtotal Direct Salaries &amp; Benefits</b>			<b>\$ 47,272</b>	<b>\$ 283,633</b>	<b>\$ 850,898</b>
<b>Overtime - Customer Service &amp; Supervisory Staff</b>					
Customer Service Agent OT Salary			\$ -	\$ -	\$ -
Customer Service Agent OT Benefits			\$ -	\$ -	\$ -
<b>Subtotal OT Salaries &amp; Benefits</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Subtotal OT Hours</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Building Lease</b>					
15 Building Lease			\$ 33,715	\$ 202,290	\$ 606,870
<b>Subtotal Building Lease</b>			<b>\$ 33,715</b>	<b>\$ 202,290</b>	<b>\$ 606,870</b>
<b>Total</b>			<b>\$ 1,115,077</b>	<b>\$ 6,690,465</b>	<b>\$ 20,071,394</b>

**EXHIBIT B**  
**(Public Entity Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. GENERAL PAYMENT PROVISIONS:**

1. Subject to the Maximum Amount, payments to Contra Costa County for all services provided under the contract shall only be for costs defined in the Approved Line Item Budget (Attachment 1) that are actually incurred in the performance of the Contractor's obligations under this contract. Subject to future adjustments in wage and benefit rates, annual adjustments to which are detailed in the Approved Line Item Budget (Attachment 1), and subject to the Maximum Amount of this Contract, the California Health Benefit Exchange will pay Contra Costa County for all services, work, expenses or costs provided or incurred by the County as identified in the Approved Budget.

Costs for Customer Service Agents (CSAs) will be billed at an hourly rate for actual costs for all time in a pay status. The actual costs include indirect and overhead costs such as benefits, administrative overhead and nonproductive time such as vacation, sick leave and holidays.

CSAs that begin their shift at 7:45 a.m. (and are physically present at the Call Center) in order to ensure they are logged into all systems and available to take calls, emails, and/or chat sessions at 8:00 a.m. shall be considered in pay status and logged on for purposes of payment reimbursement. CSAs will also be allowed 30 minutes following the end of their shifts to end calls, complete any wrap-up activities and log-off of systems. These actions will also be considered in pay status and logged-on activities for purposes of payment reimbursement.

2. Payment for Customer Service Agents, Supervisors, the Call Center Manager, the Call Center Quality Control Manager, the Call Center Training Coordinator, and the Call Center Quality Assurance Monitor shall be for the actual costs, including benefits. Only positions actually filled shall be reimbursed. Subject to Exhibit E, Section F (Force Majeure), the County is entitled to payment for CSAs for time not logged into the Exchange ACD queue if the County's agents are prepared to log in but are unable to do so because the Exchange's technology system is inoperable, through no fault of the County.
3. Pre-approved overtime costs shall be reimbursed at one-and-a-half times the hourly rate of payment for Customer Service Agents and Supervisors.
4. The Exchange shall reimburse the County for reasonable additional operational costs based on the County's actual costs. The County shall provide line-item detail and business justification for all additional operational costs not included in the existing budget.  
Examples of additional costs include:
  - a. Hiring and recruiting efforts

**EXHIBIT B**  
**(Public Entity Agreement)**

- b. Facility tenant improvements and maintenance not covered by the facility lease
  - c. Facility furnishings and ergonomic equipment
  - d. Office equipment (other than service center technology that the Exchange is supplying), such as copiers, printers, shredders, etc.
  - e. Facility required for training (if not otherwise provided by the Exchange)
5. The Exchange shall provide, manage, maintain and upgrade, as may be determined necessary by the Exchange call center technologies required to deliver multi-channel and customer service tools on the desktop (e.g., CalHEERS, Customer Relationship Management (CRM) system, Automated Call Distribution (ACD), et al) needed to take and handle customer calls for the Exchange consistent with Exchange enterprise wide standards. The Exchange shall bear the costs to provide and manage the technologies, but shall not reimburse the County for any direct or indirect costs related to the technologies identified in this paragraph.

**B. INVOICING AND PAYMENT**

The Maximum Amount payable under this agreement shall not exceed \$33,754,425. Attachment 1 to Exhibit B – Budget Detail and Cost Worksheet summarizes all costs to be reimbursed by the Exchange.

- 1. Shown below are the amounts that cannot be exceeded for each state fiscal year.  
  
2014/2015- (February 1, 2015 through June 30, 2015 (to be determined))  
\$5,575,464  
2015/2016- \$13,766,962  
2016/2017- \$14,411,999
- 2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the Exchange agrees to pay the County for said services identified in the Approved Line Item Budget.
- 3. The County shall submit an invoice by calendar month, 45 days following the end of the month, supported by County financial records to be made available for inspection upon request.

**EXHIBIT B**  
**(Public Entity Agreement)**

4. Invoices shall be submitted in a format consistent with Attachment 3 to Exhibit B and include the Agreement Number and CFDA Code 93.525 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Health Benefit Exchange  
Attn: Accounts Payable  
1601 Exposition Blvd.  
Sacramento, CA 95815

Any invoices submitted without the above-referenced information may be returned to the County for further re-processing.

5. The State Exchange shall send payments to:

Contra Costa County  
Department of Employment & Human Services  
Attn: Fiscal Unit  
40 Douglas Drive  
Martinez, CA 94553

**C. FEDERAL FUNDING AND QUALIFIED HEALTH PLAN (QHP) ASSESSMENT CONTINGENCY CLAUSE**

1. If the receipt of federal grant funds and the collection of fees assessed from QHPs are collectively not sufficient to provide the funds for this program, this Agreement shall be of no further force and effect. In this event, the Exchange shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement, under the 90-day cancellation clause in Exhibit D, Section B.
2. The Exchange has the option to invalidate the Agreement under the 90-day cancellation clause in Exhibit D, Section B or to amend the Agreement to reflect any reduction of funds

**D. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**E. REVIEW**

The California Health Benefit Exchange reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**EXHIBIT B**  
**(Public Entity Agreement)**

**F. FINAL BILLING**

Invoices for services must be received by the Exchange within 60 days following the end of the contract term. The final invoice must include the statement "Final Billing."

**G. NONRESIDENT TAX WITHHOLDINGS**

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

**H. BUDGET FLEXIBILITY**

While conforming with the Maximum Amount payable under this agreement, line items, as listed in Attachment 1 to Exhibit B, may be adjusted by the County by up to 10 percent per fiscal year without prior approval by the Exchange and must be identified in all subsequent financial reports submitted to the Exchange. The cumulative total of all line item adjustments per fiscal year allowed without prior Exchange approval cannot exceed \$1,000,000. Line item adjustments over 10 percent or cumulative adjustments in excess of \$1,000,000 per fiscal year will require Exchange approval. There must be a business justification for any shifts made and reported to the Exchange. Line item shifts may be requested by either the Exchange or the County in writing and must not increase or decrease the total contract amount allocated. Line item shifts in excess of the amount delegated to the County must be approved in writing by the Chief Financial Officers, or his or her designee in the month prior to the month in which it would apply. If the contract is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

**I. MUTUAL FINANCIAL RECONCILIATION**

The parties mutually understand that this Call Center is operated by the County under contract with the Exchange and that the County is specifically prohibited from spending any County General Funds to support the operation of this Call Center.

The County's authorization to enter into this contract with the Exchange requires that the establishment and operations costs are equal to the amount of the reimbursement provided by the Exchange. The parties specifically agree that there will be at least a quarterly process as described in Exhibit D Section G (2) where all costs and reimbursements from the Exchange to the County will be reviewed and any costs under the contract or approved under Section H in this Exhibit (Budget Flexibility) that have not been previously reimbursed by the Exchange, and are not contested, will be reimbursed within 90 days of the completion of the process. Furthermore, if any costs reimbursed by the Exchange that exceeded the County's costs will be credited back to the Exchange on the next subsequent invoice.

**EXHIBIT B**  
**(Public Entity Agreement)**

At the termination of this contract for any cause, the parties shall reconcile costs and reimbursements and settle any outstanding undisputed amounts within 90 days.

Failure by the Exchange or County to provide such payment is a breach of this contract.

**Exhibit B Attachment 1 – Budget Detail and Cost Worksheet**

**Exhibit B Attachment 2 - Budget Detail & Metrics Worksheet**

**Exhibit B Attachment 3 – Sample Monthly Invoice Template**

## **EXHIBIT C**

### **(Public Entity Agreement)**

#### **GENERAL TERMS AND CONDITIONS**

**A. APPROVAL:**

This Agreement is of no force or effect until signed by both parties.

**B. AMENDMENT:**

This Agreement may be amended by mutual consent of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**C. ASSIGNMENT:**

This Agreement is not assignable by the County, either in whole or in part, without the consent of the Exchange in the form of a formal written amendment.

**D. AUDIT:**

County agrees that the awarding department ("the State Exchange") and the Bureau of State Audits, Health and Human Services or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. County agrees to maintain such records for possible audit for a minimum of ten (10) years after final payment, unless a longer period of records retention is stipulated. County also reserves the right to send all records/documents necessary to be retained under this contract to the Exchange for their records retention and retrieval. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include the same right of the State Exchange to audit records and interview staff in any subcontract related to performance of this Agreement. (45 CFR Section 155.1210, GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

**E. INDEMNIFICATION:**

If a legal action or proceeding is instituted against the State, related to County's performance under this Agreement, County will indemnify the State from and against the County's share of liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, that a court determines is directly attributable to the willful misconduct or the negligent acts, errors or omissions of the County its officers or employees in carrying out its responsibilities under this Agreement. County's obligations under this section are subject to the limitation that, under no circumstance shall County have any liability to State or to any other person or entity not a party to this Agreement, for consequential or special damages, or for any claims, causes of action or damages based on loss of use, revenue, profits or business opportunities (collectively referred to herein as "Consequential Damages").

## **EXHIBIT C**

### **(Public Entity Agreement)**

**F. DISPUTES:**

Disputes shall be administered in accordance with Paragraph A of Exhibit D of this Agreement. During any dispute, County shall continue with the responsibilities under this Agreement, unless directed otherwise by the Exchange in writing.

**G. INDEPENDENT CONTRACTOR:**

County, and the agents and employees of County, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Exchange except for purposes of Civil Code Section 1798.24.

**H. RECYCLING CERTIFICATION:**

The County shall certify in writing under penalty of perjury, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Section 12209. County may certify that the product contains zero recycled content.

**I. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, County and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (over 40), marital status, and use of family and medical care leave pursuant to state or federal law. County and subcontractors, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The County and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. County and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

County shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.



## **EXHIBIT C**

### **(Public Entity Agreement)**

#### **J. CERTIFICATION CLAUSES:**

##### **1. DRUG-FREE WORKPLACE REQUIREMENTS:**

County will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation and employee assistance programs; and
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on this contract will:
  - 1) Receive a copy of the County's drug-free workplace policy statement; and
  - 2) Agree to abide by the terms of the County's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and County may be ineligible for award of any future Exchange agreements if the Exchange determines that any of the following has occurred: (1) the County has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

##### **2. DOING BUSINESS WITH THE STATE OF CALIFORNIA:**

###### **a. CONFLICT OF INTEREST:**

County acknowledges the following provisions regarding current or former state employees. If County has any questions on the status of any person rendering services or involved with the Agreement the County shall contact the State immediately for clarification.

- 1) Current State Employees (PCC 10410):

## **EXHIBIT C**

### **(Public Entity Agreement)**

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  - b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- 2) Former State Employees (PCC 10411):
- a) For the two (2)-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transaction, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
  - b) For the twelve (12)-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12)-month period prior to his or her leaving state service.
- 3) If County violates any provisions of the above paragraphs, such action by County shall render this Agreement void. (PCC 10420).
- 4) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e)).

**b. LABOR CODE/WORKERS' COMPENSATION:**

County acknowledges the provisions of law which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and County agrees to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700.)

**c. AMERICANS WITH DISABILITIES ACT:**

County certifies that it complies with the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

## **EXHIBIT C**

### **(Public Entity Agreement)**

d. **NAME CHANGE:**

County acknowledges that an amendment is required to change the County's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Exchange will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

e. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- 1) County acknowledges that, when agreements are to be performed in the state by corporations, the Exchange will verify that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- 2) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- 3) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

f. **RESOLUTION:**

A county, city, district, or other local public body must provide the Exchange with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

g. **AIR OR WATER POLLUTION VIOLATION:**

County acknowledges that, under the State laws, the County shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation or provisions of federal law relating to air or water pollution.

h. **PAYEE DATA RECORD FORM STD 204:**

County acknowledges that this form must be completed by all contractors that are not another state agency or other government entity.

## **EXHIBIT C**

### **(Public Entity Agreement)**

**K. TIMELINESS:**

Time is of the essence in this Agreement.

**L. COMPENSATION:**

The consideration to be paid County, as provided herein, shall be in compensation for all of County's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**M. GOVERNING LAW:**

This Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of law provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in the state or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

**N. ANTITRUST CLAIMS:**

The County by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the County shall comply with the requirements of the Government Codes sections set out below.

1. The Government Code Chapter on Antitrust claims contains the following definitions:
  - a. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - b. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
2. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

## **EXHIBIT C**

### **(Public Entity Agreement)**

3. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
4. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**O. CHILD SUPPORT COMPLIANCE ACT:**

In accordance with the Child Support Compliance Act,

1. The County acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The County, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**P. UNENFORCEABLE PROVISION:**

Should one or more provisions of this contract be held by any court to be invalid, void or unenforceable, the remaining shall nevertheless remain and continue in full force and effect.

**Q. UNION ORGANIZING:**

By signing this Agreement, County hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

1. County will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this agreement will be used to assist, promote or deter union organizing.

## **EXHIBIT C**

### **(Public Entity Agreement)**

3. County will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
4. If County incurs costs, or makes expenditures to assist, promote or deter union organizing, County will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that County shall provide those records to the Attorney General upon request.
5. County will be liable to the Exchange for the amount of any funds expended in violation of the requirements of Government Section 16645 through Section 16649.

**R. DOMESTIC PARTNERS:**

Notwithstanding any other provision of law, no state agency may enter into any contract for the acquisition of goods or services in the amount of one hundred thousand dollars (\$100,000) or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

**S. LEGAL SERVICES REQUIREMENTS:**

For all contracts that provide legal services:

1. The contractor shall agree to adhere to legal cost and billing guidelines designated by the state agency.
2. The contractor shall adhere to litigation plans designated by the state agency.
3. The contractor shall adhere to case phasing of activities designated by the state agency.
4. The contractor shall submit and adhere to legal budgets as designated by the state agency.
5. The contractor shall maintain legal malpractice insurance in an amount not less than the amount designated by the state agency.
6. The contractor shall submit to legal bill audits and law firm audits if requested by the state agency. The audits may be conducted by employees or designees of the state agency or by any legal cost control providers retained by the state agency for that purpose.

**T. MINIMUM PRO-BONO CERTIFICATION:**

For all contracts over \$50,000 that provide legal services, the County agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the less of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an

## **EXHIBIT C**

### **(Public Entity Agreement)**

actual day basis for any contract period of less than a full year or 10% of its contract with the Exchange. Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**U. PRIORITY HIRING CONSIDERATIONS FOR RECIPIENTS OF AID:**

If this Contract includes services in excess of \$200,000, the County shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

**V. NO THIRD-PARTY BENEFICIARY RIGHTS**

Nothing express or implied in this Agreement is intended or shall be interpreted to create or confer any rights, remedies, obligations or liabilities whatsoever in any third party.

**W. BACKGROUND INVESTIGATION**

The County shall submit to the Department of Justice the fingerprint images and related information of all applicants and employees for the purposes of receiving a record of state or federal convictions, and also information as to the existence and content of a record of state or federal arrests for which the Department of Justice establishes that the person is free on bail or his or her recognizance pending trial or appeal. The County shall also receive subsequent arrest notifications pursuant to section 11105.2 of the Penal Code. The County shall ensure that no employee or applicant of the County Service Center shall have access to the information systems of the Exchange or any protected information of the Exchange pursuant to section 1043(a) of the Government Code that has a disqualifying offense pursuant to Exchange rules in section 6456(e) of Title 10 of the California Code of Regulations. Employees or applicants with any offenses which indicate unfitness for performing the duties and responsibilities of the class or position shall not be employed in the County Service Center.

**EXHIBIT D**  
**(Public Entity Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. DISPUTE RESOLUTION PROVISIONS**

1. This section is applicable where the County disputes an interpretation of this agreement made by the Exchange. The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute persists, County may submit a Written Notice of Dispute to the Exchange Project Representative within 15 calendar days after the date of the action causing the dispute. The Written Notice of Dispute shall contain the following information:
  - a. the decision or issue under dispute;
  - b. the reason(s) County believes the decision or position taken by the Exchange is in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support County's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the Written Notice of Dispute, the Exchange Project Representative, within 15 calendar days after receipt of the Notice, shall issue a Project Representative's Written Decision regarding the dispute. The Project Representative's Written Decision must include the following information:
  - a. a reference to pertinent contract provisions, if applicable;
  - b. a statement of the factual areas of agreement or disagreement; and
  - c. a statement of the representative's decision with supporting rationale
3. No later than fifteen (15) working days following receipt of the Project Representative's Written Decision, the County may send a Written Appeal of Project Representative's Decision to the Exchange Executive Director. No later than thirty (30) calendar days after receipt of the County's Written Appeal of Project Representative's Decision, the Executive Director shall then issue a Final Decision of Dispute, specifying the reasons for denial. If the Executive Director does not issue a Final Decision of Dispute within said thirty (30) day period, the appeal will be deemed denied by the Executive Director. The Executive Director's Final Decision of Dispute shall be conclusive and binding regarding the dispute unless County commences an action in a court of competent jurisdiction to contest such decision within 30 days following the date of the final decision.
4. Pending the final resolution of any dispute arising under, related to or involving this Agreement, the County shall diligently proceed with the performance of this Agreement, including the delivery of goods or providing of services in accordance with the Exchange's instructions. County's failure to diligently proceed in



**EXHIBIT D**  
**(Public Entity Agreement)**

accordance with the Exchange's instructions shall be deemed a material breach of this Contract.

**B. TERMINATION WITHOUT CAUSE**

This Agreement may be terminated without cause by either party upon ninety (90) days written notice to the other party. If either party terminates this Agreement without cause, the County shall wind down and cease its services under this Agreement as quickly and efficiently as possible, without performing unnecessary services or activities, and by minimizing negative effects on the Exchange from such winding down of services. If this Agreement is so terminated by either party, the Exchange shall be liable for payment in accordance with the terms of this Agreement for services rendered in accordance with the requirements of this Agreement before the effective date of termination. Additionally, the Exchange agrees to compensate County for reasonable and necessary costs that were incurred by County in performance of this Agreement as a result of the Exchange's termination without cause, for undepreciated or unamortized equipment and software licenses, early termination of leases, and other reasonable and necessary expenses related to performance of this Agreement, subject to the Exchange's availability of State and Federal funds and receipt of supporting documentation from County. Under no circumstances shall the Exchange reimburse such reasonable and necessary expenses related to performance of this Agreement in the event the Exchange terminates this Agreement without cause in an amount that exceeds the cumulative of three (3) billing months or \$4,000,000.

**C. TERMINATION FOR CAUSE**

The Exchange may terminate this Agreement and be relieved of any payments should the County fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise agreed to by the Exchange in writing. Such right of termination shall be without prejudice to any other remedies available to the State. Before terminating for cause, the Exchange must provide County with a Written Notice of Breach identifying the breaches of this Agreement. If, after 30 calendar days of the Written Notice of Breach, County fails to cure any material breaches of this Agreement which are described in the Written Notice of Breach, this Agreement may be terminated in whole or in part, with a Notice of Termination, effective after 30 calendar days from the Notice of Termination.

Upon receipt of a Notice of Termination for this Agreement, the County shall immediately discontinue all activities affected, unless the Notice of Termination directs otherwise, and the Exchange may proceed with the work in any manner deemed proper by the Exchange. In such event, the Exchange shall pay the County only the reasonable value of the services rendered.

**D. REMEDIES**

County and Exchange waive their respective rights to trial by jury of any claim or cause of action arising out of this Agreement. County and Exchange shall have no liability for

**EXHIBIT D**  
**(Public Entity Agreement)**

damages to one another or to any other person or entity resulting from any violation of this Agreement.

**E. A-133 AUDIT**

To the extent applicable, pursuant to Office of Management and Budget (OMB) Circular A-133 §\_\_\_\_.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §\_\_\_\_.320 "Report Submission" and a copy shall be forwarded to the California Health Benefit Exchange.

**F. ALLOWABLE COSTS**

Determination of allowable costs will be made in accordance with the applicable Federal cost principles, including OMB Circular A-87. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

**G. PERIODIC BUSINESS REVIEW**

**1. REGULAR OPERATIONAL MEETINGS**

Throughout the Term, the Exchange and County shall convene for regular meetings at least quarterly to review County's performance under this Agreement. Exchange Representative(s) and County Representatives and such additional appropriate personnel of each Party shall attend the regular operational meetings, which shall take place at mutually agreeable locations, or if mutually agreed, by telephone conference call or video conference. The attendees shall address, at a minimum:

- a. Performance Standards and other operational issues as identified in the most recent Reports ("Weekly Performance Reports" and "Monthly Performance Reports");
- b. Issues for escalation to the QBRs (as defined in Section 3 immediately below);
- c. Delinquent actions of either Party;
- d. Program status;
- e. Forecasts; and
- f. Upcoming audits or compliance reviews.

**EXHIBIT D**  
**(Public Entity Agreement)**

2. QUARTERLY FINANCIAL REPORT

Within 60 days after the end of each quarter (e.g., May 31 for the quarter ending March 31), County shall prepare Quarterly Financial Reports reconciling budgeted expenses and actual costs as well as reconciling actual costs and amount billed both by month and for the quarter. These amounts will be reconciled in accordance with Exhibit B, Section J. The Quarterly Financial Reports shall provide financial data consistent with the format contained in Exhibit B - Attachment 2 - Line Item Reconciliation.

3. QUARTERLY BUSINESS REVIEWS (QBR)

Throughout the Term, the Exchange and County shall also convene quarterly leadership oversight meetings ("Quarterly Business Reviews" or "QBRs"). All such meetings shall take place at mutually agreeable locations, or if mutually agreed, by telephone conference call or video conference. These meetings shall be attended by Exchange Representative(s) and County Representatives (or their designees), as well as senior leadership from the Exchange and County with appropriate levels of expertise regarding the Services. The attendees of the QBRs shall:

- a. Review
  - 1) periodic reports and trends from the Exchange Representative(s) and County Representative(s)
  - 2) monthly performance reports
- b. Advise with respect to strategic and tactical decisions regarding the establishment, budgeting and implementation of the Exchange's priorities and plans for the Services;
- c. Review County's overall performance under this Agreement;
- d. Review long-term planning with respect to matters related to this Agreement;
- e. Consider whether any updates are required to the list of Developed Marks, Developed Materials or Procedures Manual; and
- f. consider such other issues or matters related to the Services or this Agreement as either Party may from time to time desire.

4. MEETING AGENDA

For each meeting described in this Section, the County Representative(s) and Exchange Representative(s) shall agree to distribute an agenda sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to

**EXHIBIT D**  
**(Public Entity Agreement)**

prepare for the meeting. The County Representative(s) and Exchange Representative(s) shall also prepare, circulate and maintain meeting minutes for the meetings described in this Section.

**H. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS (45 CFR 92.42)**

County agrees to comply with the standards set forth in 45 CFR 92.42.

**I. Service Center Lease**

The lease agreement for the County Service Center site shall not exceed the amount as reflected in the executed lease dated April 16, 2013.

The County Service Center site shall be located at:

2500 Bates Avenue  
Concord, CA 94520-1208.

## **EXHIBIT E** **(Public Entity Agreement)**

### **ADDITIONAL PROVISIONS**

#### **A. INTELLECTUAL PROPERTY RIGHTS**

1. All deliverables as defined in the Scope of Work originated or prepared by the County pursuant to this agreement including papers, reports, charts, and other documentation, but not including County's administrative communications and records relating to this Agreement, shall upon delivery and acceptance by the California Health Benefit Exchange become the exclusive property of the California Health Benefit Exchange and may be copyrighted by the California Health Benefit Exchange.
2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of California Health Benefit Exchange. The California Health Benefit Exchange agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the County and further agrees that the County may sublicense additional persons on the same royalty-free basis.
3. This Agreement shall not preclude the County from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the California Health Benefit Exchange pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the County.

#### **B. CONFIDENTIALITY**

The County agrees to protect the personal information of all individuals by following applicable federal and Exchange privacy and security requirements.

All financial, statistical, personal, technical, and other data and information related to the California Health Benefit Exchange's operations that are not publicly available and that become available to County shall be protected during or after its relationship with the California Health Benefit Exchange by County from unauthorized use and disclosure. County agrees that County shall not use any Confidential Information for any purpose other than carrying out the provisions of the Agreement.

Confidential Information includes, but is not limited to, all proprietary information of the California Health Benefit Exchange including without limitation: the Deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including the Exchange's software; support materials; information regarding the Exchange's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning the Exchange's finances, contracts, services, or personnel.

At the conclusion of its relationship with the California Health Benefit Exchange, County shall return any and all records or copies of records relating to the California Health Benefit Exchange, or its business, or its Confidential Information. County shall take such

## **EXHIBIT E** **(Public Entity Agreement)**

steps as may be reasonably necessary to prevent disclosure of Confidential Information to others and shall not disclose Confidential Information to others without the prior written consent of the California Health Benefit Exchange. County agrees that Confidential Information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such Confidential Information.

This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of County. County will report to the California Health Benefit Exchange any and all unauthorized disclosures of Confidential Information. County acknowledges that any publication or disclosure of Confidential Information to others may cause immediate and irreparable harm to the California Health Benefit Exchange, and if County should publish or disclose Confidential Information to others, California Health Benefit Exchange shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity, without posting a bond.

### **C. SEVERABILITY**

If any provision in this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision in this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

### **D. WAIVER OF BREACH**

The waiver by the California Health Benefit Exchange of any breach by County of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by County.

### **E. COUNTY LIMITATIONS**

County acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interest of the Exchange. Thus, County agrees to refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with County's fully performing County's obligations to the Exchange under the terms of this Contract. County shall inquire about and require disclosure by its Staff and Subcontractors of all activities that may create an appearance of conflict. In the event that County is uncertain whether the appearance of a conflict of interest may reasonably exist, County shall submit to the Exchange Project Manager a full disclosure statement setting forth the relevant details of any activity which the County reasonably believes may have the appearance of a conflict of interest for the Exchange's consideration and direction. Failure to promptly submit a disclosure statement setting forth the relevant details for the Exchange consideration and direction shall be grounds for Termination of this Contract.

Consistent with the Public Contract Code Section 10365.5, no person, firm or subsidiary who has been awarded a consulting services contract may submit a bid, nor be awarded a contract, for the provision of the services, procurement of goods or supplies, or any other

**EXHIBIT E**  
**(Public Entity Agreement)**

related action that is required, suggested, or otherwise deemed appropriate in the product of the consulting service contract. This does not apply to:

- (a) Any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.
- (b) Consulting services contracts subject to Chapter 10 (commencing with [Section 4525](#)) of Division 5 of Title 1 of the Government Code.

Additionally, County agrees that its employees will present Qualified Health Plan offerings to Service Center Customers in a neutral and unbiased manner.

**F. FORCE MAJEURE**

Neither County nor the Exchange shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors).

## **Exhibit F (Public Entity Agreement)**

### **PERFORMANCE STANDARDS**

#### **A. PERFORMANCE STANDARDS AND REMEDY FOR NON-PERFORMANCE:**

1. Performance Standards are defined by Service Level Agreements (SLAs) in this contract. The initial Performance Standards are established by Table F-1 – “Initial Service Level Agreement.”
2. Service Level Agreements will be continuously monitored, measured, and recalibrated, as determined necessary by the Exchange. The Exchange may add or delete Performance Standards that will be measured and monitored across all Exchange Service Center operations. These additional Performance Standards will first be discussed with the County for review and acceptance.
3. Throughout this contract term, the parties will work together to evaluate and refine Service Level expectations and key Performance Indicators as defined in Table F-1.
4. Failure to Meet Performance Standards
  - a. Performance Standards will be discussed during regular Operational Meetings set forth in Exhibit D, Section G.
  - b. Root Cause Analysis / Corrective Action. In the event of the County’s failure to meet any Service Level in any calendar month (whether or not the failure is excused), the County will promptly develop a Corrective Action Plan as defined below
    - 1) A Corrective Action Plan should at least include the following information:
      - a) Investigation: a report of the investigation of the root cause of the problem;
      - b) Root Cause Identification: identification of the root cause of the problem;
      - c) Remedy: where applicable, a plan that identifies a remedy for the cause of the failure to meet a Service Level
      - d) Implementation Plan: a detailed report of the measures taken by the County to prevent recurrences if the performance failure is otherwise likely to recur, and
      - e) Recommendations: recommendations to the Exchange for improvements in procedures.



**Exhibit F**  
**(Public Entity Agreement)**

- c. Independent of whether the County has submitted a Root Cause Analysis, at its sole discretion, the Exchange may determine that the County has failed to remedy a Performance Standard and the Exchange may send a Corrective Action Notice to the County regarding the failure to meet a Performance Standard.
  - 1) In response to a Corrective Action Notice, the County must create and implement a Corrective Action Plan as defined above to cure such failure within 30 days after receiving a Corrective Action Notice from the Exchange.
  - 2) At the Exchange's sole discretion, the 30-day correction period may be extended an additional 30 days if the actions required to correct the failure are unusually complex, provided that the County has demonstrated significant progress in implementing the Corrective Action Plan to correct the failure by the end of the initial 30-day correction period.
  - 3) In the event the County does not correct the deficiency in accordance with this subsection, the Exchange in its discretion may terminate this Agreement for cause subject to Exhibit D, Section C, with the exception that no additional cure period will be required before termination. This remedy shall not apply to the extent that the County's failure to meet the Performance Standards is attributable to an event described in Exhibit E, Section F (Force Majeure.)

## Exhibit F (Public Entity Agreement)

**Table F-1 – Initial Service Level Agreement**

**General.**

The Service Level Schedule table sets forth the Performance Indicators and their associated Service Levels. In performing the Services, the County will use Commercially Reasonable Efforts to meet (or exceed) the Service Levels.

### SERVICE LEVEL SCHEDULE

Service Category	Performance Indicator	Measurement Definition	Measurement Tool	Measurement Frequency	Service Level
Contact Handling	Phone Call Average Handle Time	Average Handle Time measures the average amount of time it takes agents to complete a call, including wrap time. Average Handle Time shall be the amount of time, expressed in minutes, determined by dividing (i) the cumulative length of all inbound calls (as applicable) handled by agents, as measured from the time a call is answered by the agent until the time the call and associated after-call work is completed (including hold time during the call), by (ii) the total number of inbound calls (as applicable) answered by agents.	ACD	Monthly	Phone AHT SLA: General Inquiry – 420 seconds/7 minutes; Application Enrollment – 1800 seconds/30 minutes; Application Quick Sort - 360 seconds/6 minutes; Ongoing Support – 480 seconds/8 minutes; Total cumulative time: 51 minutes

## Exhibit F (Public Entity Agreement)

Service Category	Performance Indicator	Measurement Definition	Measurement Tool	Measurement Frequency	Service Level
Schedule Adherence	Schedule Adherence Percentage	Measures the percentage of time an agent is actively logged into the ACD Queue compared to the forecasted scheduled time the agent is supposed to be logged into the ACD Queue.	ACD	Monthly	90% schedule adherence
Quality	Quality Monitoring	Quality Monitoring measures the quality of agent interactions with consumers, including the accuracy of information provided to consumers, adherence to established procedures, the accuracy of data entry into the systems based on an average of data attributes and customer relations skills. The Exchange shall monitor a minimum of ten (10) Agent interactions per month. For each monitored call, the Exchange shall complete a monitoring form that rates the Agent's performance. The Exchange shall rate each Agent's performance in a fair, accurate and consistent manner. At the Exchange request, from time to time, the parties shall conduct calibration sessions in which a sampling of calls will be jointly monitored and rated by the parties to ensure consistency in the rating of Agent performance. The average score received by each Agent during the measurement period shall be calculated and the sum of such average scores shall be divided by the total number of Agent's whose calls were monitored and scored to produce an overall Quality Monitoring Average Score.	NICE (or equivalent tool)	Monthly	Quality Monitoring Average Score of at least 85%
Quality	Satisfaction Tracking	To be developed	Independent Survey Evaluations	Monthly/Quarterly/YTD	Customer Satisfaction Index (CSI) score >= TBD

## **EXHIBIT G**

### **(Public Entity Agreement)**

#### **PRIVACY & SECURITY REQUIREMENTS**

##### **A. Purpose of Exhibit**

1. This Exhibit sets forth the privacy and security requirements that apply to all Personally Identifiable Information (PII) that Contractor obtains, maintains, transmits, uses or discloses from the California Health Benefit Exchange ("Exchange" aka Covered California) pursuant to this Agreement.
2. The parties agree to all terms and conditions of this Exhibit in order to ensure the integrity, security, and confidentiality of the information exchanged pursuant to this Agreement, and to allow disclosure and use of such information only as permitted by law and only to the extent necessary to perform functions and activities pursuant to this Agreement.
3. This Exhibit establishes requirements in accordance with applicable federal and state privacy and security laws including, but not limited to, the Information Practices Act (California Civil Code section 1798 et seq.), the federal Patient Protection and Affordable Care Act (P.L. 111-148), as amended by the federal Health Care and Education Reconciliation Act of 2010 (P.L. 111-152) (herein, the "Affordable Care Act"), and its implementing regulations at 45 C.F.R. Sections 155.260 and 155.270 (the "Exchange Privacy and Security Rules") and, where applicable, the Health Insurance Portability and Accountability Act (42 U.S.C. section 1320d-d8) and the Health Information Technology for Economic and Clinical Health Act and their implementing regulations at 45 C.F.R. Parts 160 and 164 (collectively, "HIPAA").

##### **B. Definitions**

1. The following definitions shall apply to this Exhibit:
  - a. Breach: Shall mean either: i) the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to PII, whether physical, or electronic; or ii) a reasonable belief that unauthorized acquisition of PII that compromises the security, confidentiality or integrity of the PII has occurred
  - b. Disclosure: The release, transfer, provision of access to, or divulging in any other manner of PII outside the entity holding the information.
  - c. Federal Tax Information or FTI: Any return or return information as defined under the Internal Revenue Service Code, 26 U.S.C. section 6103(b)(1) and (2), received from the IRS or secondary source, such as SSA, Federal Office of Child Support Enforcement or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information. (IRS Pub. 1075, § 1.4.1)

## **EXHIBIT G**

### **(Public Entity Agreement)**

- d. **Personal Information or PI:** Information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (California Civil Code section 1798.3)
- e. **Personally Identifiable Information or PII:** Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. (OMB M-07-16.) PII includes Federal Tax Information (FTI), Personal Information (PI) and Protected Health Information (PHI).
- f. **Protected Health Information or PHI:** Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as defined in 45 C.F.R. section 160.103.
- g. **Security Incident:** The act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification, or destruction. Adverse events such as floods, fires, electrical outages, and excessive heat are not considered incidents. (Computer Matching Agreement, Agreement No. 2013-11, p.5.)

#### **C. Applicable Laws**

Contractor shall comply with any and all federal and state privacy and security laws, as well as applicable rules and regulations pertaining to the Exchange including, but not limited to, those arising under the federal Patient Protection and Affordable Care Act and its implementing regulations. To the extent a conflict arises between any laws or other requirements, Contractor agrees to comply with the applicable requirements imposing the more stringent privacy and security standards.

##### **1. Exchange Privacy and Security Rules (45 C.F.R. section 155.260).**

- a. In accessing, collecting, using or disclosing PII in performing functions for the Exchange as authorized by this Agreement, Contractor shall only use or disclose

## **EXHIBIT G**

### **(Public Entity Agreement)**

PII to the minimum extent such information is necessary to perform such functions.

- b. Contractor shall establish and implement privacy and security standards that are consistent with the principles of 45 C.F.R. section 155.260(a)(3) as set forth below in subsections (i) through (viii):
  - i. Individual access. Individuals shall be provided with a simple and timely means to access and obtain their PII in a readable form and format;
  - ii. Correction. Individuals shall be provided with a timely means to dispute the accuracy or integrity of their PII and to have erroneous information corrected or to have a dispute documented if their requests are denied;
  - iii. Openness and transparency. Contractor shall be open and transparent regarding its policies, procedures, and technologies that directly affect individuals and/or their PII;
  - iv. Individual choice. Individuals shall be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their PII;
  - v. Collection, use and disclosure limitations. PII shall be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;
  - vi. Data quality and integrity. Contractor will take reasonable steps to ensure that PII is complete, accurate, and up-to-date to the extent necessary for Contractor's intended purposes and has not been altered or destroyed in an unauthorized manner;
  - vii. Safeguards. PII will be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,
  - viii. Accountability. Contractor will use appropriate monitoring and other means and methods to assure accountability with these principles and to report and mitigate non-adherence and breaches.
- 2. California Information Practices Act. Contractor shall comply with the applicable privacy and security provisions of the Information Practices Act of 1977, California Civil Code section 1798 et seq. and shall provide assistance to the Exchange as may be reasonably necessary for the Exchange to comply with these provisions (Civil Code section 1798 et seq.).

## **EXHIBIT G**

### **(Public Entity Agreement)**

3. Health Insurance Portability and Accountability Act ("HIPAA").

- a. Contractor expressly acknowledges and agrees that the Exchange is not a health care provider, a health care plan, or a health care clearinghouse. Accordingly, the parties mutually acknowledge and agree that, for purposes of this Agreement, the Exchange is not a Covered Entity as such term is specifically defined in HIPAA.
- b. Contractor expressly acknowledges and agrees that where the Exchange performs a function required under applicable law pursuant to 45 C.F.R. section 155.200, it is not acting as a Business Associate of any other Covered Entity and Contractor is not acting as the Exchange's Business Associate, as such terms are specifically defined in HIPAA.
- c. For certain programs related to the administration of the Medi-Cal Program, the Exchange has agreed to be the Business Associate of the Department of Health Care Services (DHCS). Therefore, to the extent that Contractor performs services related to the administration of the Medi-Cal program, contractor is the Exchange's subcontractor, and therefore, also a Business Associate as that term is specifically defined in HIPAA. Accordingly, if in performing functions pursuant to this Agreement Contractor accesses or uses PII that was provided to the Exchange by DHCS or for the purposes of the Medi-Cal program, Contractor shall comply with the applicable terms and conditions of HIPAA.

4. IRS Code section 6103 and Publication 1075. *Per the Exchange Privacy and Security Rules (45 CFR 155.260 (a)(4)(iii), return information shall be kept confidential under 26 U.S. Code section 6103. As described by IRS publication 1075, conforming to the guidelines set forth in that publication meets the safeguard requirements of 26 U.S. Code section 6103(p)(4) for FTI.*

5. *Intentionally Omitted.*

**D. Consumer Rights**

1. Accounting of Disclosures

- a. Contractor shall assist the Exchange in responding to accounting requests by individuals that are made to the Exchange under the Information Practices Act (Civil Code section 1798.25-29) and if Protected Health Information is involved, pursuant to HIPAA, 45 C.F.R. section 164.528.
- b. The obligation of Contractor to provide an accounting of disclosures as set forth herein survives the expiration or termination of this Agreement with respect to accounting requests made after such expiration or termination.

2. Copies of Records Requests

## **EXHIBIT G**

### **(Public Entity Agreement)**

Regardless of whether a request is made to the Exchange or to Contractor, Contractor shall respond to the request with respect to the record Contractor and its subcontractors maintain, if any, in a manner and time frame consistent with requirements specified in the Information Practices Act (Civil Code sections 1798.30-1798.34) and if Protected Health Information is involved, with HIPAA (45 C.F.R section 164.524).

#### **3. Requests to Amend Records**

- a. Contractor shall make any amendments to Personally Identifiable information in a record that the Exchange directs or agrees to, whether at the request of the Exchange or an Individual.
- b. Regardless of whether a request to amend records is made to the Exchange or to Contractor, Contractor shall respond to the request with respect to the record Contractor and its subcontractors maintain in a manner and time frame consistent with requirements specified in the Information Practices Act (Civil Code section 1798.35) and if Protected Health Information is involved, with HIPAA (45 C.F.R. section 164.526).

#### **4. Requests to Restrict Use and Disclosure of Personally Identifiable Information**

- a. Contractor shall reasonably comply with any requests to restrict the use and disclosure of Personally Identifiable Information.
- b. If Protected Health Information is involved, Contractor shall respond to the request in a manner and time frame consistent with requirements specified in HIPAA (45 C.F.R. section 164.522).

#### **5. Confidential Communications Request**

- a. Upon receipt of written notice, Contractor shall reasonably comply with any requests to utilize an alternate address, email, or telephone number when communicating with the individual.
- b. If the request is denied, a written response shall be sent to the individual stating the reasons for denying the request.
- c. If Protected Health Information is involved, Regardless of whether a request is made to the Exchange or to Contractor, Contractor shall respond to the request in a manner and time frame consistent with requirements specified in HIPAA (45 C.F.R. section 164. 522 (b)(1)).

#### **6. In responding to any requests from individuals, Contractor shall verify the identity of the person making the request to ensure that the person is the individual who is the subject of the PII or has authority to make requests concerning the PII before responding to the request.**



## **EXHIBIT G**

### **(Public Entity Agreement)**

7. In the event any individual submits any of these requests directly from Contractor, Contractor shall within five (5) calendar days forward such request to the Exchange.

#### **E. Security Controls and Safeguards**

1. Safeguards:

- a. At a minimum, contractor shall establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws to ensure
  - i. The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by the Exchange;
  - ii. Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
  - iii. Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;
  - iv. Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
  - v. Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
  - vi. Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules.
- b. Encryption: Contractor shall encrypt all PII that is in motion or at rest, including but not limited to data on portable media devices, using commercially reasonable means, consistent with applicable Federal and State laws, regulations and agency guidance, including but not limited to the U.S. Department of Health and Human Services guidance specifying the technologies and methodologies that render PII unusable, unreadable, or indecipherable to unauthorized individuals for purposes of the breach notification requirements or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PII. Data centers shall be encrypted or shall otherwise comply with industry data security best practices.

## **EXHIBIT G**

### **(Public Entity Agreement)**

- c. Hardware: Contractor shall ensure that any and all hardware, including but not limited to personal computers, laptops, jump-drives, smart phones or other devices upon which PII is stored is secured, password-protected and only accessible by Contractor or Contractor's agents, employees or sub-contractors in accordance with the terms of this Exhibit. Contractor shall at all times remove and permanently delete any and all PII before any such hardware is transferred or sold to a third-party or is otherwise subject to any change in ownership or control.
- d. Contractor shall update these safeguards as appropriate and as requested by the Exchange.

#### **F. Policies and Procedures:**

- 1. Contractor shall implement and maintain written policies and procedures to ensure the privacy and security of PII stored, maintained, or accessed in compliance with this agreement and any applicable laws. Such policies shall address
  - a. Implementation of consumer rights as required by this Exhibit;
  - b. Reasonable safeguards as required by this Exhibit;
  - c. Monitoring, periodically assessing, and updating security controls and related system risks to ensure the continued effectiveness of those controls;
  - d. Training employees, contractors, and subcontractors;
- 2. Upon request, Contractor shall provide the Exchange with a written policies and procedures adopted by Contractor to meet its obligations under this Section.

#### **G. Subcontractors**

- 1. Contractor shall be bound by and be responsible for the acts and omissions of its subcontractors, agents or vendors in the exchange of data with the Exchange. Contractor shall take reasonable steps to ensure compliance with the terms of this Agreement by its subcontractors, agents and vendors.
- 2. Contractor agrees to enter into written contracts with its agents and contractors (collectively, "subcontractors") that obligate Contractor's subcontractors to abide by the same privacy and security standards and obligations that Contractor has agreed to in this agreement.
- 3. Contractor represents and agrees that it shall only request that the Exchange transmit data to subcontractors with whom it has such agreements and only to the extent such information is necessary to carry out the purposes authorized by this Agreement.

## **EXHIBIT G**

### **(Public Entity Agreement)**

4. Upon request, Contractor shall provide the Exchange with a copy of any written agreement or contract entered into by Contractor and its subcontractors to meet the obligations of Contractor under this Exhibit.

#### **H. Breaches & Security Incidents**

1. Contractor shall immediately report to the Exchange Privacy Officer at PrivacyOfficer@covered.ca.gov any actual or suspected Breaches or Security Incidents involving PII created or received under this Agreement. Contractor's report shall contain the following information to the extent applicable and known at that time:
  - a. A brief description of what happened including the date of the incident and the date of the discovery of the incident;
  - b. The names or identification numbers of the individuals whose PII has been, or is reasonably believed to have been accessed, acquired, used or disclosed
  - c. A description of the types of PII that were involved in the incident, as applicable;
  - d. Information regarding any information system intrusion and any systems potentially compromised;
  - e. A brief description of Contractor's investigation and mitigation plan; and
  - f. Any other information necessary for the Exchange to conduct an investigation and include in notifications to the individual(s) or relevant regulatory authorities under applicable privacy and security requirements.
2. Upon completion of the initial report, contractor shall immediately commence an investigation in accordance with applicable law to:
  - a. Determine the scope of the incident;
  - b. Mitigate harm that may result from the incident; and
  - c. Restore the security of the system to prevent any further harm or incidents.
3. Contractor shall cooperate with the Exchange in investigating the actual or suspected incident and in meeting the Exchange's obligations, if any, under applicable laws.
4. Contractor shall mitigate to the extent practicable any harmful effect of any Incident that is known or reasonably discoverable to Contractor.
5. After conducting its investigation, and within fifteen (15) calendar days, unless an extension is granted by the Exchange, Contractor shall file a complete report with the information listed above in subsection (1), if available. Contractor shall make all reasonable efforts to obtain all relevant information and shall provide an explanation if

## **EXHIBIT G**

### **(Public Entity Agreement)**

any information cannot be obtained. The complete report shall include a corrective action plan that describes the steps to be taken to prevent any future reoccurrence of the incident.

6. Contractor shall cooperate with the Exchange in developing content for any public statements and shall not give any public statements without the express written permission of the Exchange.
7. If a Breach requires notifications and reporting under applicable laws, and the cause of the Breach is attributable to Contractor, its agents or subcontractors, Contractor shall:
  - a. Be fully responsible for providing breach notifications and reporting as required under applicable laws;
  - b. Pay any costs of such Breach notifications as well as any costs or damages associated with the incident; and
  - c. Should the Exchange in its sole discretion determine that credit monitoring is an appropriate remedy, arrange for and bear the reasonable, out-of-pocket cost of providing to each such affected individual one (1) year of credit monitoring services from a nationally recognized supplier of such services.
8. If Contractor determines that an impermissible acquisition, use, or disclosure of PII does not require breach notifications or reporting, it shall document its assessment and provide such documentation to the Exchange within one week of its completion. Notwithstanding the foregoing, the Exchange reserves the right to reject Contractor's assessment and direct Contractor to treat the incident as a Breach.

#### **I. Right to Inspect**

The Exchange may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit at any time. Contractor shall promptly remedy any violation reported to it by the Exchange and shall certify the same to the Exchange Privacy Officer in writing. The fact that the Exchange inspects, fails to inspect, fails to detect violations of this Exhibit or detects but fails to notify Contractor of the violation or require remediation is not a waiver of the Exchange's rights under this Agreement and this Exhibit.

#### **J. Indemnification**

Contractor shall indemnify, hold harmless, and defend the Exchange from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs the Exchange determines to be reasonable), losses, penalties, fines, and liabilities arising from or due to Contractor's failure to comply with the requirements of this Exhibit, including a breach or other non-permitted use or disclosure of PII by Contractor or its subcontractors or agents, including without limitation. Such indemnification shall be conditioned upon the Exchange giving notice of any claims to

## **EXHIBIT G**

### **(Public Entity Agreement)**

Contractor after discovery thereof. If Contractor should publish or disclose PII to others, the Exchange shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity, without posting a bond.

#### **K. Termination of Agreement**

1. If Contractor breaches its obligations under this Exhibit as determined by the Exchange, the Exchange may, at its option:
  - a. Require Contractor to submit to a plan of monitoring and reporting, as the Exchange may deem necessary to maintain compliance with this Agreement;
  - b. Provide Contractor with an opportunity to cure the breach; or
  - c. After giving Contractor an opportunity to cure the breach, or upon breach of a material term of this Exhibit, terminate this Agreement for Cause pursuant to Exhibit C.

A failure of the Exchange to exercise any of these options shall not constitute a waiver of its rights under this section.

2. Upon completion of this Agreement, or upon termination of this Agreement, at the Exchange's direction Contractor shall either return all PII to the Exchange, or shall destroy all PII in a manner consistent with applicable State and Federal laws, regulations, and agency guidance on the destruction of PII. If return or destruction of PII is not feasible, Contractor shall explain in writing to the Exchange's Chief Privacy Officer why return or destruction is not feasible. The obligations of Contractor under this Agreement to protect PII and to limit its use or disclosure shall continue and shall survive until all PII is either returned to the Exchange or destroyed.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services  
Date: January 13, 2015

Subject: 2015 Low Income Home Energy Assistance Program funding

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract with California Department of Community Services and Development, including a modified indemnification language, to pay County an amount not to exceed \$3,760,243 for Low Income Home Energy Assistance Programs for a term January 1, 2015 through January 31, 2016.

**FISCAL IMPACT:**

100% State funds  
California Department of Community Services and Development  
Pension costs: \$318,491  
County match: \$0  
State: 15B-3005 / CCC: 39-806-27

**BACKGROUND:**

Contra Costa County has received funding from the State Department of Community Services and Development for 20 years wherein the county provides energy bill assistance payments

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor

Candace Andersen, District II  
Supervisor

Mary N. Piepho, District III  
Supervisor

Karen Mitchoff, District IV  
Supervisor

Federal D. Glover, District V  
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: J. Bhambra, 925-681-6304

cc: Jagjit Bhambra, Sam Mendoza

#### BACKGROUND: (CONT'D)

and weatherization services to county residents who are income-eligible to receive said services. The funding sources include Low Income Home Energy Assistance Program (LIHEAP), the Energy Crisis Intervention Program (ECIP), and the Department of Energy (DOE).

The county receives the money via the Employment & Human Services Department (EHSD). EHSD, in turn, partners with the county Department of Conservation and Development to provide energy saving home improvements to low-income families throughout unincorporated Contra Costa County, as well as the County's nineteen cities.

The energy savings measures may provide homes with hot water heaters, furnaces, refrigerators, microwaves, doors, windows, fluorescent light bulbs, weather stripping, ceiling fans, and attic insulation. Homes receive a blower door test (a diagnostic tool to locate and correct air infiltration), and homes with gas appliances receive a combustion appliance safety test that checks for carbon monoxide gas leakage. Homes with gas appliances are provided with a carbon monoxide alarm.

This funding also includes the Home Energy Assistance Program (HEAP) where residents of the County can qualify for a credit on their energy bills.

Both programs use income based eligibility. The income levels are based on the Federal Fiscal Year 2014 Poverty Guidelines. Once eligibility is determined, clients with no hot water, no heat, or are in danger of having their power shut off are served as emergencies. Service is then based on clients with the lowest income, highest energy burden and families with at least one resident who is considered vulnerable population.

#### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County may not receive funding to operate LIHEAP.

#### CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department, Community Services Bureau energy program supports one Contra Costa County community outcome - Outcome #4: "Families that are Safe, Stable and Nurturing." This outcome is supported by the provision of home energy assistance to keep households warm in winter and to increase household energy efficiency.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 13, 2015

Subject: 2013/14 Calif. Dept. of Educ. CalWORKS Stage 2 childcare revenue contract, amendment 5

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Department Director, or designee, to execute contract amendment from California Department of Education, to increase the payment limit by \$148,611 to a new limit of \$3,497,960 for childcare and development programs (CalWORKS Stage 2) with no change to the term July 1, 2013 through June 30, 2014.

**FISCAL IMPACT:**

100% State funding  
No County match  
State: C2AP-3009 / Amend 5  
County: 29-213-23b

**BACKGROUND:**

The Board approved receipt of funds on June 25, 2013 from California Department of Education (CDE) for the 2013-14 funding allocation for alternative payment / CalWORKS Stage 2 childcare services. This State program provides funding to reimburse a portion of the childcare costs incurred by CalWORKS Stage 2 participants



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

---

Action of Board On: **01/13/2015**



APPROVED AS  
RECOMMENDED



OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: J. Bhambra, (925)  
681-6304



#### BACKGROUND: (CONT'D)

through their participation in the CalWORKS program. The State routinely amends these contracts throughout the program year as more funding becomes available and school calendars are set. The board accepted additional funding (amendment #1) from CDE on October 15, 2013. Further additional funding (amendment #2) was also accepted by the board on March 11, 2014. On April 22, 2014, the Board approved another amendment #3 to change the days of operation from 251 to 250 days. Amendment #4 was approved by the Board on June 3, 2014 to accept additional funding.

This amendment #5 is to add funds to the contract so that the County may be able to seek further reimbursement for 2013-2014 program operation. This is an allowable action according to CDE guidelines, Item 6110-194-001 of the Budget Act of 2013 for CalWORKS Amendment Authority. If not approved, the Department will not receive the additional funds.

#### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to seek reimbursement for CalWORKS Stage 2 childcare program costs.

#### CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

#### ATTACHMENTS

CDE Stage 2 contract

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 13 - 14****Amendment 05****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Augmentation

**DATE:** June 30, 2014**CONTRACT NUMBER:** C2AP-3009**PROGRAM TYPE:** ALTERNATIVEPAYMENT-STAGE 2**PROJECT NUMBER:** 07-2207-00-3**CONTRACTOR'S NAME:** CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

This agreement with the State of California dated July 01, 2013 designated as number C2AP-3009 and Amendment #01 (Increase) and Amendment #02 (Increase) and Amendment #03 (MDO Change) and Amendment #04 (Augmentation) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$3,349,349.00 and inserting \$3,497,960.00 in place thereof.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement shall be 250. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing and Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 148,611	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 3,349,349	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,497,960	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
Thereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.		B.R. NO.	
		DATE			

CONTRACTOR'S NAME: CONTRA COSTA COUNTY EMPLOYMENT & HUMAN SERVICES DEPARTMENT

CONTRACT NUMBER: C2AP-3009

## Amendment 05

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 261,954	(OPTIONAL USE)0656 FC# 93.575 13880-2207 PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 261,954	ITEM 30.10.020.11 6110-194-0890	CHAPTER 20 STATUTE 2013 FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5061 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 148,611	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 3,087,395	(OPTIONAL USE)0656 23367-2207	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,236,006	ITEM 30.10.020.011 6110-194-0001	CHAPTER 20 STATUTE 2013 FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6041 Rev-8590	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher  
Date: January 13, 2015

Subject: 2014 Community Services Block Grant (CSBG) revenue contract, amendment #3

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract amendment with California Department of Community Services and Development, including modified indemnification language, to extend the term end date to February 28, 2015 with no change to the payment limit of \$790,619 for Community Services Block Grant program services.

**FISCAL IMPACT:**

100% Federal funding via  
California Department of Community Services & Development  
Pass through of Federal funds / CFDA # 93.569  
No County match

State: 14F-3007 / Amend 3  
County: 39-813-37



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

---

Action of Board On: **01/13/2015**



APPROVED AS  
RECOMMENDED



OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: J. Bhambra, (925)  
681-6304

#### BACKGROUND:

The Department received notification of funding from California Department of Community Services and Development on November 25, 2013. As the County's Community Action Agency, the Department's Community Services Bureau regularly receives Community Services Block Grant (CSBG) funding to operate self-sufficiency programs under the advisement of the County's Economic Opportunity Council (EOC). The funding amount is based on the County's low-income population which meets federal poverty guidelines. This initial award for the 2014 program year is a partial allocation based on the partial grant award received by the State from the federal government for CSBG. During the course of the program year, as more funds are released by the federal Department of Health and Human Services to California, the state routinely amends contracts to increase funding. The Board approved a contract amendment to accept additional funds from the State on June 3, 2014. This amendment is to extend the term end date from December 31, 2014 to February 28, 2015.

#### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will be hampered in its ability to meet the needs of the community and to establish partnerships with community based agencies and public organizations.

#### CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher  
Date: January 13, 2015

Subject: 2015 Community Services Block Grant (CSBG) revenue contract

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to accept funding from California Department of Community Services and Development, including a modified indemnification language, in an amount not to exceed \$213,583, for Community Services Block Grant program services during the term January 1, 2015 through December 31, 2015.

**FISCAL IMPACT:**

100% Federal funding via  
California Department of Community Services & Development  
Pass through of Federal funds / CFDA # 93.569  
No County match

State: 15F-2007  
County: 39-813-38



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

---

Action of Board On: **01/13/2015**



APPROVED AS  
RECOMMENDED



OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: J. Bhambra, (925)  
681-6304

#### BACKGROUND:

The Department received notification of funding from California Department of Community Services and Development on December 2, 2014. As the County's Community Action Agency, the Department's Community Services Bureau regularly receives Community Services Block Grant (CSBG) funding to operate self-sufficiency programs under the advisement of the County's Economic Opportunity Council (EOC). The funding amount is based on the County's low-income population which meets federal poverty guidelines. This initial award for the 2015 program year is a partial allocation based on the partial grant award received by the State from the federal government for CSBG. The County will receive its remaining allocation once the State receives the funding from the federal department of Health and Human Services.

#### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will be hampered in its ability to meet the needs of the community and to establish partnerships with community based agencies and public organizations.

#### CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: January 13, 2015

Subject: Pre-Employment Screening

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute Agreements with the City of Concord and Town of Danville for the period of April 1, 2015 through March 31, 2017, for the Support Services Bureau, Background Unit to perform pre-employment screenings.

**FISCAL IMPACT:**

100% Estimated Revenue.

**BACKGROUND:**

The Support Service Bureau, Background Unit performs pre-employment screenings for job applicants. The City of Concord and Town of Danville will use our Background Unit's services to perform these screenings for job applicants in accordance with the terms of the Agreement.

The County will act solely in an investigative capacity, for the purpose of providing information to the Agency for employment decisions.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Office of the Sheriff would not be able to provide our background services to the City of Concord and Town of Danville Police Departments.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Sandra Brown  
925-335-1553

cc:



CHILDREN'S IMPACT STATEMENT:

None



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Contract #27-897-1 with Women's Health Partners of California, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-897-1 with Women's Health Partners of California, Inc, a corporation, in an amount not to exceed \$580,000, to provide Obstetrics and Gynecology (OB-GYN) services for the period from January 1, 2015 through December 31, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% by Contra Costa Health Plan Enterprise Fund III. (No rate increase)

**BACKGROUND:**

The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. On February 26, 2013, the Board of Supervisors approved Contract #27-897 with Women's Health Partners of California, Inc., for the provision of OB-GYN services for the period from January 1, 2013 through December 31, 2014.

Approval of Contract #27-897-1 will allow Contractor to continue providing OB-GYN services through December 31, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015**

☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Patricia Tanquary  
313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Novation Contract #24-958-22 with Rubicon Programs Incorporated

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-958-22, with Rubicon Programs Incorporated, a non-profit organization, in an amount not to exceed \$110,000, to provide mental health services for CalWORKs clients, for the period from July 1, 2014 through June 30, 2015. This contract includes a six-month automatic extension through December 31, 2015, in an amount not to exceed \$55,000.

**FISCAL IMPACT:**

This Contract is funded 100% CalWORKs funds. (Rate increase)

**BACKGROUND:**

In February 2014, County Administrator approved and Purchasing Services Manager executed Contract #24-958-20, (as amended by Contract Amendment #24-958-21), with Rubicon Programs Incorporated, for the period from July 1, 2013 through June 30, 2014, which included a six-month automatic extension through December 31, 2014, for the provision of mental health services to

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor

Candace Andersen, District II  
Supervisor

Mary N. Piepho, District III  
Supervisor

Karen Mitchoff, District IV  
Supervisor

Federal D. Glover, District V  
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Cynthia Belon 957-5201

cc: E Suisala, C Rucker

**BACKGROUND: (CONT'D)**

recipients of the CalWORKs Program and their children, including individual, group and family collateral counseling, case management, and medication management services to reduce barriers to employment.

Approval of Novation Contract #24-958-22 will replace the automatic extension under prior contract and allow the Contractor to continue to provide mental health services to CalWORKs recipients through June 30, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, CalWORKs recipients will not have sufficient access to the children's mental health services they need.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Amendment Agreement #74-432-4 with Vincent S. Perez, M.D.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #74-432-4 with Vincent S. Perez, M.D., a self-employed individual, effective October 1, 2014, to amend Contract #74-432-3, to increase the Contract Payment Limit by \$1,000 from \$313,600 to a new total payment limit of \$314,600 with no change in the original term of July 1, 2014 through June 30, 2015.

**FISCAL IMPACT:**

This amendment is funded 100% by Mental Health Realignment. This amendment adds a reimbursable amount to expenses, to allow Contractor to travel on behalf of the County, to other County sites while performing services, with no change in his current hourly rate.

**BACKGROUND:**

On August 12, 2014, the Board of Supervisors approved Contract #74-432-3 with Vincent S. Perez, to provide outpatient psychiatric services to adults in Central County, for the period from July 1, 2014 through June 30, 2015.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **01/13/2015**



APPROVED AS



OTHER

RECOMMENDED

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor

Candace Andersen, District II Supervisor

Mary N. Piepho, District III Supervisor

Karen Mitchoff, District IV Supervisor

Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Cynthia Belon, 957-5201

cc: J Pigg, C Rucker

BACKGROUND: (CONT'D)

County requested and Contractor agreed to provide psychiatric services in other locations throughout Central County. Approval of Contract Amendment Agreement #74-432-4, will allow the Contractor to be reimburse for additional travel on behalf of the County, while performing psychiatric services in other County mental health facilities, through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County's clients will not have access to Contractor's professional outpatient psychiatric services at other County facilities.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Amendment #29-765-38 with Department of Health Care Services

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director or designee, to execute, on behalf of the County, Standard Agreement (Amendment) #29-765-38 (State #14-90289, A01), with the Department of Health Care Services, effective September 29, 2014, to amend Standard Agreement #29-765-10 (as amended by Amendment Agreements #29-765-11 through #29-765-37), to increase the amount payable to County by \$296,920 from \$7,890,751, to a new total Payment Limit of \$8,187,671 to make technical adjustments to the budget, and to extend the term of the agreement from September 30, 2014 through September 30, 2015.

**FISCAL IMPACT:**

Approval of this (Amendment) Agreement will result in an increase in funds to County from the State of California Managed Risk Medical Insurance Board, (now known as the Department of Health Care Services) for fiscal year 2014-2015. No County match is required.

**BACKGROUND:**

The County has participated in the State-funded AIM Program since January 1992. This Program provides increased access to maternity, delivery and infant care services for

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015**

☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Patricia Tanquary  
(313-6004)



BACKGROUND: (CONT'D)

low income women who have neither Medi-Cal nor private health insurance coverage. Under the Agreement, the Contra Health Plan (CCHP) provides comprehensive medical care during a woman's pregnancy and delivery, and for sixty days post-partum. The AIM Program also provides comprehensive medical care to the baby during their first two years of life.

Approval of Standard Amendment (Agreement) #29-765-38 will allow continuous funding and extend services to Contra Costa Health Plan members and County recipients through September 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved the County will not be able to receive funds to support continuation of the Contra Costa Health Plan-Community Plan.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Contract #25-046-15 with Shelter, Inc. of Contra Costa County

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #25-046-15 with Shelter, Inc. of Contra Costa County, a non-profit corporation, in an amount not to exceed \$268,724, to provide support services for County residents in the Supportive Housing Program, for the period from September 1, 2014 through November 30, 2015.

**FISCAL IMPACT:**

This Contract is funded 100% McKinney-Vento Homeless funds. The County must provide a 25% cash match for supportive services.

**BACKGROUND:**

This Contract meets the social needs of County's population by providing support services to County residents that are homeless and have a diagnosis of mental illness or a dual-diagnosis of mental illness and substance abuse. On November 12, 2013, the Board of Supervisors approved Contract #25-046-14 with Shelter, Inc., of Contra Costa County, for the provision of support services for County residents in the Supportive Housing Program., for the period from September 1, 2013 through August 31, 2014.

It

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Cynthia Belon 957-5201

cc: J PIGG, C Rucker

**BACKGROUND: (CONT'D)**

was the intent of the department to renew the contract in a timely manner with no disruption in the service; therefore the Division is requesting a start date of September 1, 2014.

Approval Contract #25-046-15, will allow the Contractor to continue to provide support services to County residents that are homeless and have a diagnosis of mental illness or dual-diagnosis of mental illness and substance abuse, through November 30, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County's residents who are homeless with a disability and are receiving services in the Support Housing Program will not receive services from this contractor.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Contract #27-569-6 with William W. Chen, M. D

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-569-6 with William W. Chen, M. D. , a professional corporation, in an amount not to exceed \$410,000, to provide professional Primary Care services for Contra Costa Health Plan members, for the period from January 1, 2015 through December 31, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% by Contra Costa Health Plan Enterprise Funds. (No rate increase)

**BACKGROUND:**

On January 23, 2013, the County Administrator approved and Purchasing Services Manager executed Contract #27-569-5 with William W. Chen, M. D., for the provision of professional Primary Care services, for the period from January 1, 2014 through December 31, 2015.

Approval



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **01/13/2015**



APPROVED AS  
RECOMMENDED



OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Patricia Tanquary,  
313-6004

**BACKGROUND: (CONT'D)**

of Contract #27-569-6 will allow Contractor to continue providing services through December 31, 2016.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, professional health care services for Contra Costa Health Plan members will not be provided by this contractor.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Contract #27-662-5 with Yaron Friedman, M.D., Inc.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-662-5 with Yaron Friedman, M.D., Inc., a corporation, in an amount not to exceed \$400,000, to provide Obstetrics and Gynecology (OB-GYN) services for the period from January 1, 2015 through December 31, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% by Contra Costa Health Plan Enterprise Fund III. (No rate increase)

**BACKGROUND:**

On March 12, 2013, the Board of Supervisors approved Contract #27-662-4 with Yaron Friedman, M.D., Inc., for the provision of OB-GYN services, for the period from January 1, 2013 through December 31, 2014. Approval of Contract #27-662-5 will allow Contractor to continue providing OB-GYN services through December 31, 2016.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

**CHILDREN'S IMPACT STATEMENT:**

NOT APPLICABLE



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **01/13/2015**



APPROVED AS



OTHER

RECOMMENDED

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor

Candace Andersen, District II  
Supervisor

Mary N. Piepho, District III  
Supervisor

Karen Mitchoff, District IV  
Supervisor

Federal D. Glover, District V  
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Patricia Tanquary  
313-6004



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Hyland Software, Inc. Purchase Order

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent on behalf of the Health Services Department, to renew the Purchase Order with Hyland Software in an amount of \$132,712.07 for annual software maintenance and licensing for OnBase Document Management and Image Scanning Software for the period from January 1, 2015 through December 31, 2015.

**FISCAL IMPACT:**

100% Funding is included in the Enterprise Fund I Budget.

**BACKGROUND:**

OnBase software maintenance is a critical component of our enterprise-wide EMR solution. OnBase facilitates the capture, management, archive, storage, and retrieval of electronic and paper documents including all Electronic Health Record (EHR)-related documents integrated with our ccLink (Epic) application, reports used by Finance and Patient Accounting, and archived records for other Health Services divisions including Behavioral Health Services, Contracts & Grants, Health Plan, Environmental Health, and HazMat.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor

Candace Andersen, District II  
Supervisor

Mary N. Piepho, District III  
Supervisor

Karen Mitchoff, District IV  
Supervisor

Federal D. Glover, District V  
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Patrick Godley 957-5405

cc: J Pigg, T Scott, S McDonald, C Rucker

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order is not approved, the workflows associated with the above-stated functions would be adversely impacted. Hyland provides real-time OnBase application support to CCHS Information Technology department for ccLink (Epic) scanning, workflow management, and reporting solutions. If that support ceases, the integrity of data from integration of internal scanning and printing hardware interfaced to the EHR application via web services and other interfaces could be compromised. Connectivity failures in any of these areas could potentially result in incorrect or incomplete data capture and management, loss of critical archived data due to inability to perform system functions, and non-compliance with future Epic releases.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 13, 2015

Subject: Extension #27-277-16 with Kaiser Foundation Health Plan, Inc.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Extension Agreement #27-277-16, with Kaiser Foundation Health Plan, Inc., a non-profit corporation, to amend Contract #27-277-15, with no change in the payment limit of \$80,000,000 and to extend the term from December 31, 2014 through March 31, 2015.

**FISCAL IMPACT:**

None, there is no change in the Contract Payment Limit of \$80,000,000. This Contract is funded 100% by Contra Costa Health Plan member premiums. (No rate increase)

**BACKGROUND:**

On July 8, 2014, the Board of Supervisors approved Contract Amendment #27-277-15, with Kaiser Foundation Health Plan, Inc., for the provision of health care services for Medi-Cal recipients enrolled in the Kaiser Foundation Health Plan, for the period from June 30, 2014 through December 31, 2014.

Approval of Contract Extension Agreement #27-277-16 will allow the Contractor to continue providing health care services for Medi-Cal recipients enrolled in the Kaiser Foundation Health Plan through March 31, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Patricia Tanquary  
313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this extension is not approved, County Medi-Cal recipients will not receive continuous services provided by this Contractor.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: January 13, 2015

Subject: Financial Services Agreement with PFM Asset Management

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Treasurer to enter into a financial services agreement with PFM Asset Management, LLC ("PFMAM"), for the purpose of managing the investment of bond proceeds for the Contra Costa County Community College District.

**FISCAL IMPACT:**

Service fees and costs will be paid for out of earnings from the bond proceeds of the Contra Costa County Community College District.

**BACKGROUND:**

The County Treasurer manages and invests the funds of County agencies, including 21 special districts, 19 school districts and one community college district. The Contra Costa County Community College District has requested that County Treasurer permit its two bond proceeds, \$140,500,000.00 from the 2006 Measure A General Obligation Bond Election and \$120,000,000.00 from the 2014 Measure E General Obligation Bond Election, to be invested by an external investment manager.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/13/2015** ☒ APPROVED AS  
RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Mary N. Piepho, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 13, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Brice Bins, 925 957-2848

cc:

BACKGROUND: (CONT'D)

Specifically, it has requested that the Treasurer authorize the investment of the above-mentioned bond proceeds with PFMAM. Pursuant to the financial services agreement between PFMAM and the County, PFMAM will invest the bond proceeds in exchange for a fee.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not authorized, PFMAM will not be authorized to invest the bond proceeds of Contra Costa County Community College District.

ATTACHMENTS