

AMBULANCE SERVICES PRE-AWARD AGREEMENT

This Ambulance Services Pre-Award Agreement (this "Agreement"), dated May 12, 2015, is by and between the Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California ("District"), and American Medical Response West, a California corporation ("AMR"), collectively the "Parties."

RECITALS

- A. On February 27, 2015, the Contra Costa County Local Emergency Services Agency ("LEMSA") issued a request for proposal ("RFP") to select its emergency ambulance service provider to deliver services in accordance with the expectations set forth in the LEMSA RFP. The successful bidder will enter into an Emergency Ambulance Services Contract (the "LEMSA Contract") with Contra Costa County ("County") to provide emergency ambulance services in County Emergency Response Areas 1, 2 and 5, except for those portions of Emergency Response Area 1 that are in the jurisdiction of the Moraga-Orinda Fire Protection District.
- B. The District intends to submit a written response to the RFP setting forth the District's qualifications and plans for meeting or exceeding the performance expectations set forth in the RFP (the "District's RFP Response").
- C. If the Contract is awarded to the District, the District will subcontract certain aspects of the required performance to AMR under the terms of an emergency ambulance services subcontract, substantially in the form attached hereto as Exhibit A (the "Ambulance Services Subcontract") modified as may be required to comply with the LEMSA Contract, that will be entered into pursuant to the terms of this Agreement. AMR will provide the subcontracted services as specified in the Ambulance Services Subcontract.
- D. This Agreement is being entered into before the LEMSA Contract is awarded by the County LEMSA. The purpose of this Agreement is to provide the form of the Ambulance Services Subcontract between the District and AMR in the event the LEMSA Contract is awarded to the District.
- E. Under the terms of the Ambulance Services Subcontract, AMR will be obligated to provide emergency ambulance services in the Service Area, at the District's direction, using AMR personnel and equipment. AMR will have the sole responsibility for owning, maintaining and upgrading the ambulance fleet. The District will be responsible for billing and collection of patient fees and other charges. AMR will be compensated for its services at an hourly ambulance unit rate.
- F. If the LEMSA Contract is not awarded to the District, the Parties will have no further obligation to one another and will not be required to enter into the Ambulance Services Subcontract or any subsequent agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the District and AMR agree as follows:

AGREEMENT

1. **Term.** This Agreement is effective as of the date first set forth above. It terminates on the earlier to occur of: (a) execution of the Ambulance Services Subcontract between the District and AMR; or (b) March 31, 2016, unless terminated or extended by mutual written agreement of the parties.

2. **Purpose.** The purpose of this Agreement is to provide the form of the Ambulance Services Subcontract that the parties will enter into in the event District is awarded and enters into the LEMSA Contract.

3. **Consideration.** This Agreement is being entered into for good and valuable consideration, including the fostering of a cooperative productive business relationship. Neither party will pay or receive financial compensation to or from the other as consideration for entering into this Agreement. AMR is not obligated to reimburse the District for the costs of the District RFQ that resulted in the selection of AMR as its bidding partner and District's response to the County RFP unless and until such time as the Ambulance Services Subcontract is signed by the Parties and the LEMSA Contract is signed by the District.

4. **Ambulance Services Subcontract.** If the District is awarded the County emergency ambulance services contract, and enters into the LEMSA Contract with the County, the parties agree to simultaneously execute the Ambulance Services Subcontract with only those revisions thereto that are necessary to make the Ambulance Services Subcontract consistent with the LEMSA Contract and the District's RFP Response. As District's proposed subcontractor under the Ambulance Services Subcontract, District shall permit AMR to participate in the LEMSA Contract negotiations. District and AMR will meet and confer in good faith to modify the form of the Ambulance Services Subcontract attached hereto as Exhibit A as necessary to make it consistent with the LEMSA Contract and the District's RFP Response. The Ambulance Services Subcontract will not be effective unless and until it is approved by the District's governing body.

5. **No LEMSA Contract Award.** If the LEMSA Contract is not awarded to the District, the Parties will have no further obligation to one another and will not be required to enter into the Ambulance Services Subcontract or any subsequent agreement.

6. **Miscellaneous Provisions.**

a. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The recitals of this Agreement, are and shall be enforceable as, a part of this Agreement.

b. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

c. Governing Law and Venue. This Agreement shall be governed and construed in accordance with California law. The venue of any litigation pertaining to this Agreement shall be Contra Costa County, California.

d. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended, nor shall it be construed, to create rights inuring to the benefit of third parties.

e. Specific Performance. The sole remedy for violation of this Agreement shall be the specific performance of this Agreement. The District and AMR waive their respective rights to trial by jury of any claim or cause of action arising out of this Agreement.

f. Exclusivity. During the term of this Agreement, the Parties shall negotiate exclusively with each other regarding a response to the County RFP and the Ambulance Services Subcontract.

The parties hereto have set forth their signatures to this Agreement as of the date first set forth above.

Contra Costa County Fire Protection District

By: _____
Name: Jeff Carman
Title: Fire Chief

American Medical Response West

By: _____
Edward B. Van Horne, CEO and President

By: _____
Craig A. Wilson, Secretary

Exhibit A

**Form of Emergency Ambulance Services Subcontract Between
Contra Costa County Fire Protection District and American Medical Response West, Inc.**

See attached.

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

1. **Contract Identification.**

Department: Contra Costa County Fire Protection District

Subject: Emergency Ambulance Services

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

Contractor: American Medical Response West

Capacity: Corporation

Address: 5151 Port Chicago Highway, Suite A, Concord, CA 94520

3. **Term.** The effective date of this Contract is January 1, 2016. It terminates on December 31, 2020 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed
\$ [188,000,000].

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

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

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

STANDARD CONTRACT
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Number:
Fund/Org:
Account:
Other:

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

California Health and Safety Code Section 13861.

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

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A Name of business entity: American Medical Response West, a California corporation	Signature B Name of business entity: American Medical Response West, a California corporation
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.)

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number _____

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

[Check one alternative only.]

- ☐ a. \$ _____ monthly, or
- ☐ b. \$ _____ per unit, as defined in the Service Plan, or
- ☐ c. \$ _____ after completion of all obligations and conditions herein.
- ☒ d. Other: As set forth in Section G (Payment Provisions) of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

**SERVICE PLAN OUTLINE
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A. Purpose.

District has entered into a contract with Contra Costa County ("County"), on behalf of the County Local Emergency Management Services Agency, dated [January 1, 2016] (as it may be amended or modified, the "LEMSA Contract"), which provides that District will provide emergency ambulance services in the County-specified emergency response areas. Contractor will provide emergency ambulance services as District's subcontractor as specified herein and subject to the terms of the LEMS A Contract. All obligations of District under the LEMS A Contract are the obligations of Contractor unless this Contract explicitly excludes or alters the obligation. In the event of a dispute, this provision will control. The services will be provided as part of the County emergency medical services system, which is comprised of local EMS communications centers (law enforcement, fire, and ambulance), emergency ambulance providers, non-emergency ambulance providers, local fire agencies, air ambulance/rescue providers, local hospitals, local and state law enforcement agencies, EMS training programs, and EMS continuing education providers (collectively, the "EMS System").

B. Ambulance Services.

1. Service Activities. Contractor shall provide ambulance services, subject to all the terms and conditions contained or incorporated herein, and subject and subordinate to, and provided in full compliance with all of the terms and conditions of the LEMS A Contract, which are incorporated herein by this reference. Contractor's services shall be provided in accordance with the requirements of Health and Safety Code Sections 1797 et seq., Division 48 of the Contra Costa County Ordinance Code, and all regulations promulgated thereunder, and in accordance with any amendments or revisions thereof. In performing services hereunder, Contractor shall work cooperatively with the District Chief or his designee (referred to herein as the "Contract Manager").
 - a. Scope of Service. Contractor shall provide emergency ambulance services, as requested by District's designated public safety dispatch center or centers, in each County Emergency Response Area 1, 2, and 5, except for those portions of ERA 1 contained within the Moraga-Orinda Fire Protection District (the "Service Area"). The County Emergency Response Areas (each, an "ERA") are delineated in the map entitled "Emergency Response Areas of Contra Costa County", as amended, which is on file in the office of the Emergency Medical Services Agency and Clerk of the Board of Supervisors.
 - b. Service Area Exclusivity; Air Ambulance Transport.
 - i. Service Area Exclusivity. Except for the provision of ambulance backup services, mutual aid agreements, boundary drops, automatic aid, suspension or termination of this Contract, District shall not enter into any agreement with any other provider for ground response to emergency or ALS inter-facility ambulance requests within the Service Area during the term of this Contract, and will not provide such services itself, without the prior written agreement of Contractor.
 - ii. Air Ambulance Transport. Notwithstanding the foregoing or any other provision of this Contract, District may enter into separate transport agreements with air ambulance providers and may provide for air transport of patients when such

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transportation is deemed to be medically in the best interest of a patient. 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 accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time.

- c. Basic Services. Contractor shall provide emergency ambulance services in the Service Area, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Contract, without regard to the patient's race, color, national origin, religious affiliation, age, sex, or ability to pay.
- d. Additional Services. During the term of this Agreement, the parties may amend this Agreement so that Contractor may provide additional services hereunder, including without limitation, special-event standby ambulance services, up-staffing of ambulances for cities that want to pay for the costs of those services, and general up-staffing of ambulances at the District's discretion.
- e. Ambulance Unit Hour. For the purposes of this Agreement, the term "Ambulance Unit Hour" means a 60 minute period of time during which Contractor has made one appropriately supplied and staffed ambulance (in accordance with the provisions of this Contract) available to respond to requests for service within the Service Area and for other approved events, services and obligations. For billing purposes, each Ambulance Unit Hour may be divided into 15 minute increments.
- f. Ambulance Services Accreditation. Unless mutually agreed upon, throughout the term of this Agreement, Contractor shall maintain Accreditation as an "ALS Ambulance Service" through the Commission on Accreditation of Ambulance Services.
- g. Ambulance Staffing.
 - i. The ambulances used by Contractor in providing emergency ambulance services under this Agreement shall be staffed and equipped to provide advanced life support ("ALS") care in accordance with LEMSA guidelines.
 - ii. Contractor may send Basic Life Support ("BLS") ambulance units staffed with two (2) emergency medical technicians ("EMTs") to requests for multi-unit response and to any calls in which a District-designated communications center determines BLS response is appropriate according to emergency medical dispatch protocols and procedures approved by District.
 - iii. At Contractor's sole option, the requirement for EMT staffing levels on any or all ambulance units may be enhanced to higher levels of training without additional District obligations.
- h. ALS Inter-Facility Transportation. Contractor and District shall cooperate in a good faith effort as soon as is possible to develop and implement ALS inter-facility transportation services.
- i. Private Work. Nothing in this Contract shall prevent Contractor from conducting private work that does not interfere with the requirements of this Agreement.

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2. Clinical Quality Improvement Plan.

- a. Contractor shall maintain a comprehensive clinical quality improvement program (as approved by the Contract Manager, the "CQI Program"), that is consistent with District's clinical quality program and County's clinical quality program. Contractor shall not modify the CQI Program without prior written approval of the Contract Manager.

b. Quality Improvement Processes.

- i. Contractor's CQI Program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care.
- ii. Contractor agrees that Contractor's Medical Director and clinical quality improvement staff will have high levels of interaction and collaborative involvement with District's Emergency Medical Services ("EMS") Medical Director, County LEMSA personnel and quality improvement staff.
- iii. Contractor's EMS System-wide quality and performance improvement programs shall include, at a minimum, the following activities and components:
 - A. Segment 1 - development of a foundation of care;
 - B. Segment 2 - monitoring of care provided, data collection, peer review, and field review evaluation;
 - C. Segment 3 - quality steering committee, field training officers; and
 - D. Segment 4 - Contractor's plan-do-study-act cycles.

- c. Clinical Quality Improvement Program Staff Commitment. Contractor shall provide the following CQI Program staff to coordinate and provide Contractor's CQI Program activities:

- i. A physician Medical Director. The Medical Director shall meet regularly with the District Medical Director and participate in County quality improvement activities.
 - A. Contractor's Medical Director's duties and responsibilities include without limitation: working collaboratively with the District and LEMSA medical directors to ensure the highest quality medical care; participating in call review, medical education and clinical investigations as needed; and providing overall guidance, direction and tone for Contractor's provision of medical care in compliance with LEMSA requirements.
- ii. A full time Clinical Services Manager, based in Contra Costa County and reporting directly to Contractor's General Manager for Contra Costa County, to direct Contractor's internal and EMS System-integrated CQI Program activities.
 - A. Contractor's Clinical Services Manager's duties and responsibilities include without limitation: development and monitoring of the Contractor's continuous quality improvement programs; ensuring staff continuing medical education; conducting clinical care investigations; working closely with District, and LEMSA medical control physicians; and and maintaining relationships with county hospitals and care providers.
- iii. A full time EMS Epidemiologist/Clinical Data Analyst, who shall be made available to work directly with District, LEMSA and the District Medical Director to gather, analyze, and report EMS System-wide clinical performance data as specified by District and LEMSA requirements.

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- A. Contractor's EMS Epidemiologist/Clinical Data Analyst's duties and responsibilities include without limitation: daily, weekly, monthly and annual data analysis for the purposes of deployment and asset / manpower allocation; researching and monitoring for disease and medical condition patterns; and developing and suggesting cost saving measures, based upon relevant data.
- iv. A full time Information Technologist who is responsible for maintaining functionality of Contractor's ePCR system.
 - A. Contractor's Information Technologist's duties and responsibilities include without limitation: maintaining all Contractor computers, tablets and radio infrastructure; addressing in a timely manner equipment repair and replacement; and maintaining electronic security measures to ensure HIPPA and privacy compliance.
- v. Two full time Clinical Education Specialist Paramedic Coordinators to perform assigned QCI Program activities and to develop and conduct required training programs for pre-hospital personnel.
 - A. Contractor's Clinical Education Specialist Paramedic Coordinators' duties and responsibilities include without limitation: providing classroom and hands on training and education to ALS providers throughout the EMS System; and developing and implementing well-thought out and dynamic methods of introducing medical education to interested parties.
- d. Coordination of Data Gathering and Quality Improvement Efforts. Contractor shall use its best commercial efforts to identify and support implementation of a technological tool to fully integrate electronic records and alignment of data sets for EMS System-wide use, in cooperation with District and other county fire service agencies. A fully integrated electronic records tool shall be capable of the following within the Service Area:
 - i. Allow for quantitative reporting of overall clinical performance, which can be tied to providing integrated EMS System patient care solutions, training and community prevention, meaningful data comparison and greater collaborative research opportunities; and
 - ii. Provide real-time data to fire agencies for use in fire clinical quality improvement program activities.
- e. Clinical and Operational Benchmarking and Research. Contractor and District shall annually agree upon key clinical indicators and key performance indicators as tools for measuring Contractor's performance. In addition Contractor shall:
 - i. Use benchmarking along with other quality improvement ("QI") tools to evaluate and set goals for improving the clinical and non-clinical performance of Contractor's personnel. Contractor shall provide District with periodic reports detailing progress in those areas according to a schedule approved by the Contract Manager;
 - ii. Provide data developed through Contractor's CQI Program process to District for use in evaluating EMS System performance and in setting EMS System improvement goals;
 - iii. Incorporate any District approved benchmarking tools developed during the Contract period into Contractor's CQI Program process; and
 - iv. Initiate and actively participate in pre-hospital research projects.

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- f. Quality Improvement Hotline. Contractor shall establish an ambulance service quality improvement telephone number (the "QI Hotline") giving customers and EMS System participants the ability to leave commendations or suggestions for service improvements on a voice mailbox. Contractor shall publicize the QI Hotline telephone number at local healthcare facilities, first responder stations, and public safety agencies. Members of Contractor's QI/Leadership Team are to be automatically notified via pager of any incoming calls to the QI Hotline. Incidents that require feedback are to be attended to by the end of the next business day.
- g. Confidentiality and HIPAA. Both District and Contractor agree to take appropriate steps to maintain confidentiality of patient data used in quality improvement processes. Both District and Contractor shall comply with requirements of State and federal law, including the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable.
- h. Continuing Education (CE) Program Requirements. Contractor shall establish a regional EMS training program within the County. Through this program, Contractor shall provide a full spectrum of continuing education opportunities to both Contractor's and fire service personnel, including courses in advanced cardiac life support ("ACLS"), pre-hospital trauma life support ("PHTLS"), and pediatric education for pre-hospital professionals ("PEPP"). Contractor's continuing education ("CE") program shall include the use of performance and outcome indicators.
- i. Contractor's CE programs for paramedics and EMT and other educational programs shall include those requirements listed in Exhibit []¹, attached to the LEMSA Contract.
 - ii. Contractor's training program may include physician-approved internet based CE.
 - iii. Contractor shall assure that its CE program content meets ongoing education requirements for the County, LEMSA, and the State of California licensure/certification.
 - iv. Contractor shall work with fire service agencies and Contractor's Northern California Training Institute ("NCTI") staff to accredit Contractor's personnel and fire service personnel as instructors for the various class offerings at NCTI. Contractor will remunerate those instructors or their agencies as may be agreed.
- i. Personnel. All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately credentialed.
- i. Contractor shall retain on file at all times, copies of all current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services under this Agreement.
 - ii. Contractor shall cause all ambulance personnel to be currently credentialed at all times when assigned to provide ambulance services.
 - iii. Contractor shall provide District with a list of Contractor's currently employed paramedics and EMT-1s, and shall update that list whenever a paramedic or EMT-1 leaves or enters Contractor's employ. The personnel list shall include, at a

¹ This exhibit reference will be inserted if/when the LEMSA Contract is negotiated.

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- minimum, the name, address, telephone number, CPR expiration dates, and California Driver's License number of each person on the list. For each paramedic, the list shall also include the paramedic's California paramedic license and expiration date and ACLS, PEPP, and basic trauma life support (or PHTLS) expiration dates.
- iv. Contractor and District agree that all personnel requirements listed in this Agreement are subject to review, modification and amendment upon the agreement of both parties.
- j. Paramedic Minimum Qualifications. Contractor's paramedic personnel assigned to provide paramedic services under this Agreement must meet or exceed the qualifications set forth in the LEMSA Contract.
- k. Emergency Medical Technician Minimum Qualifications. Contractor's EMT personnel assigned to provide EMT services pursuant to this Agreement must meet or exceed the qualifications as outlined in the LEMSA Contract.
- l. Field Supervision. Contractor shall provide three field supervisors within the County. One field supervisor shall be on-duty in each area of the county (west, east, and central) providing 24-hour coverage, 7 days a week. Contractor's field supervisors shall be authorized to act on behalf of Contractor in all field operational matters.
- m. Leadership and Supervisory Training. Contractor shall provide, at no cost to its employees, educational, developmental and informational courses and materials to assist interested employees selected by Contractor in preparing themselves to successfully compete for promotions or other internal work opportunities in addition to any on-going training and development programs for Contractor's managers and supervisors.
- n. Company Orientations and On-Going Preparedness. Contractor shall orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum:
- i. Contractor's policies and procedures, EMS System overview, EMS policies and procedures, radio communications, map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the county and in surrounding areas, and ambulance and equipment utilization and maintenance.
 - ii. Contractor's orientation program shall include field training and evaluation by Contractor's Field Training Officers. The field-training component of Contractor's orientation shall be a minimum of seventy-two (72) hours for paramedics and forty-eight (48) hours for EMTs.
- o. Character Competence and Professionalism of Personnel. Contractor shall require professional and courteous conduct and appearance at all times from Contractor's employees.
- i. Contractor shall promptly address and correct any occasional departure from the required standard of conduct.
 - ii. Contractor shall assure that all of Contractor's employees in the performance of their work are competent and holders of appropriate licenses and permits in their

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respective professions and shall conduct a criminal record check before hiring new employees.

- p. Work Schedules and Human Resource Issues. Contractor shall conduct employment matters with its employees including managing personnel and resources fairly and effectively in a manner that ensures compliance with this Agreement, including without limitation:
 - i. ☐ [EG1]
- q. Diversity Awareness. Contractor shall adopt and enforce policies and practices to assure equal employment opportunity. Contractor shall participate along with District in the development of a cultural-competency training program and materials for emergency responders. Contractor shall assure employees possess culturally appropriate skills when interacting with the diverse County population.

3. Operations Performance Standards.

- a. Deployment Plan. Contractor shall staff and deploy the minimum number of Ambulance Unit Hours per week as required by the LEMSA Contract, and as set forth in Exhibit A attached hereto and incorporated herein (the "Deployment Plan"),² which specifies, among other things, ambulance post locations by time of the day and day of the week. Compliance with this provision shall be measured monthly. Contractor shall provide County a monthly report specifying deviations from the Deployment Plan. Contractor acknowledges and agrees with the goals of the EMS System to achieve the response time standards specified in the LEMSA Contract (as set forth therein, the "Response Time Standards"), and to achieve timely responses in each community served. Contractor shall use its best commercial efforts to deploy ambulance resources in a manner consistent with this goal. Contractor shall not deploy staffing levels above or below the levels described in the Deployment Plan except during a multi-casualty incident or disaster declared by a local emergency services agency, or with the prior written approval of the Contract Manager.
- b. Emergency Response Zones (ERZ's). For ambulance staffing and response time monitoring, and reporting and compliance purposes, the Service Area has been divided into the emergency response zones that are depicted on the map attached hereto as Exhibit B, which is incorporated herein by this reference (each, an "ERZ").
- c. Response Time Performance Standards. Contractor's response time to requests for paramedic emergency medical service originating within the Service Area shall meet the response times specified in the LEMSA Contract.
- d. Response Time Calculation. Response times shall be calculated by measuring the elapsed time between the Time Call Received (as defined below), and the time Contractor's ambulance Arrival On-Scene Time (as defined below), or is cancelled by a District Designated Communications Center.

² The parties will insert the minimum number of ambulance hours that is set forth in District's RFP response.

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- i. Time Call Received. The term "Time Call Received" means the point in time (measured to seconds) when Contractor's Dispatch Center has received (either by telephone or computer data link) both: (A) sufficient location information to know a response is required; and (B) sufficient information to determine the presumptive run priority designation, or thirty (30) seconds after the call is transferred from the District Designated Communications Center, whichever is earlier.
 - ii. Arrival On-Scene Time. The term "Arrival On-Scene Time" means the point in time (measured to seconds) that a Contractor ambulance crew notifies Contractor's Communications Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient, *provided*, that 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, or wilderness locations), the term "Arrival On-Scene Time" means the point in time (measured to seconds) that the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.
 - iii. The Contract Manager may require Contractor to log time "Patient Contacted" for medical research purposes. However, arrival time for patient contact intervals shall not be considered part of the calculation of response time for Contract performance measurements.
- e. Failure to Report Arrival On-Scene Time. In instances when Contractor's ambulance crew fails to report the Arrival On-Scene Time to Contractor's Dispatch Center, the point in time (measured to seconds) of the next communication with that ambulance crew shall be used as the Arrival On-Scene Time, unless Contractor can document the actual Arrival On-Scene Time through another means (e.g., according to the first responder, automatic vehicle locator data, communications tapes/logs, etc., to the satisfaction of the Contract Manager and as long as an auditable report is produced.
- f. Ambulance Assignment Priority Upgrades. The definitions of call priorities; e.g., "Priority 1", "Priority 2", set forth in the LEMSA Contract apply to this Service Plan. If the priority of an ambulance assignment is upgraded prior to the Arrival On-Scene Time (e.g., from Priority 2 to Priority 1), the measurement of Contractor's Response Time Standard compliance and any related penalties shall be calculated based on the shorter of: (1) the amount of time between the notification of the upgrade in priority and the Arrival On-Scene Time; or (ii) the lower priority Response Time Standard.
- g. Ambulance Assignment Priority Downgrades. If the priority of an ambulance assignment is downgraded prior to the Arrival On-Scene Time (e.g., from Priority 1 to priority 2), the measurement of Contractor's Response Time Standard compliance and any penalties shall be determined as follows:
- i. If the time of the call priority downgrade occurs after the ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority Response Time Standard will apply; or,
 - ii. If the time of the downgrade occurs before the ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority Response Time Standard 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 Contract Manager, the longer standard will apply.

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Contractor District

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- h. Reassignment En-route. If an emergency ambulance is reassigned en-route or turned around prior to the Arrival On-Scene Time (e.g., to respond to a higher priority request), the measurement of Contractor's Response Time Standard compliance and any 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.
- i. Cancelled Calls. If an emergency ambulance is cancelled on an assignment prior to the Arrival On-Scene Time, Contractor's Response Time Standard compliance and any penalties will be calculated based on the elapsed time from receipt of call to the time the call was cancelled.
- j. Response Time Exceptions. In calculating Contractor's Response Time Standard performance, every emergency request from a District Designated Communications Center originating from within the Service Area shall be included except as follows:
 - i. Multiple Responses. In case of a multiple-response incident (i.e., where more than one ambulance is sent to the same incident), only the response time of the first arriving paramedic ambulance shall be counted.
 - ii. Responses during a Multi-casualty Incident or Disaster. The Response Time Standards may be suspended by the Contract Manager during a declared multi-casualty incident or disaster within the Service Area, or during a declared disaster in a neighboring jurisdiction to which ambulance aid is being provided by Contractor as requested by District, and when Contract Manager determines that the multi-casualty incident or disaster has had a material impact on the availability of Contractor's resources.
 - iii. Good Cause. The Contract Manager (or designee) may allow exceptions to the Response Time Standards for good cause at the Contract Manager's sole discretion. At a minimum, the asserted grounds 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 calls. Good cause for an exception may include, but is not limited to:
 - A. incorrect or inaccurate dispatch information received from a District Designated Communications Center;
 - B. disrupted voice or data radio transmission;
 - C. mobile data terminal failure;
 - D. material change in dispatch location;
 - E. computer aided dispatch failure;
 - F. unavoidable telephone communications failure;
 - G. inability to locate address due to non-existent address;
 - H. inability to locate patient due to patient departing the scene;
 - I. delays caused by traffic secondary to the incident;
 - J. unavoidable delays caused by road construction or inclement weather, e.g., fog;
 - K. unavoidable delays caused by trains;
 - L. delays resulting from depletion of resources as a result of District-authorized mutual aid;

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- M. delays resulting from depletion of resources as a result of hospital emergency department diversion or trauma center bypass; and
 - N. and delays resulting from off-road locations
- k. Application for Exception. Contractor is responsible for applying to the Contract Manager for a Response Time Standard exception as follows:
- i. Exception Request Procedure. For each Response Time Standard exception request, Contractor shall submit detailed documentation to the Contract Manager (or designee) in writing within ten (10) business days following the incident. The Contract Manager shall notify Contractor whether the exception request is granted or denied within ten (10) business days of receipt of the request.
 - ii. Circumstances Ineligible For Exception. Equipment failure, traffic congestion not caused by the incident, ambulance failure, Contractor dispatcher error, or other causes deemed by the Contract Manager to be within Contractor's control or awareness are not grounds for granting an exception to the Response Time Standards.
- l. Documentation of Response Times. Contractor shall document all times necessary to determine total ambulance response time, including but not limited to time call received by Contractor; time location verified; time ambulance crew assigned; time en-route to scene; if cancelled en-route, time cancelled prior to arrival on scene; arrival at scene time; time en-route to hospital; and arrival at hospital time. All times shall be recorded on a Patient Care Report ("PCR") form and automatically documented in Contractor's computer aided dispatch system.
- m. Response Time Performance Report. Within ten (10) working days following the end of each month, Contractor shall document and report response time performance to the Contract Manager in writing, in a manner specified by the Contract Manager. 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.
- n. Observation of Operations. The Contract Manager or designee may, at any time and without notification, directly observe Contractor's control center operations, maintenance facilities, and ambulance post locations, and may ride as a "third person" to observe the operation of any of Contractor's ambulance units. The person performing Contractor's operations shall conduct himself or herself in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employer/employee relationship.
- o. Performance Evaluation. District and Contractor shall formally meet and evaluate the performance of Contractor at least quarterly to determine compliance with this Agreement and the requirements of the LEMSA Contract. District shall provide Contractor with a copy of each evaluation.
- p. Stand-by. Contractor shall provide, at no charge to District or another requesting public safety agency, stand-by services at the scene of an emergency incident within the Service Area when directed by a District Designated Communications Center. An

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ambulance unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Any stand-by periods that will exceed eight (8) hours must be approved in advance by the Contract Manager in writing. Contractor shall immediately notify the requesting agency incident commander when a stand-by exceeding one (1) hour may limit Contractor's ability to meet the Response Time Standards for the impacted ERZ and shall notify the Contract Manager in writing by the following business day.

4. Ambulance Vehicles and Equipment.

- a. Vehicles. Contractor's ambulance vehicles shall meet the standards of Title XIII, California Code of Regulations, and be in compliance with all State of California and County regulations, and the requirements of the LEMSA Contract.
- b. Vehicle Markings. Contractor's ambulance vehicles used in providing services hereunder shall bear markings approved by the Contract Manager and be in compliance with the LEMSA Contract.
- c. Vehicle Maintenance. Contractor shall maintain its vehicles in good working order, consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

5. Equipment.

- a. All of Contractor's ambulances shall carry all emergency supplies and equipment identified in the County Ambulance Equipment and Supply list on file at the LEMSA offices located at 1340 Arnold Drive, Suite 126 Martinez, CA, (the "LEMSA Supply List").
- b. Contractor agrees that equipment and supply requirements may be changed with the approval of the Contract Manager due to changes in technology.
- c. District may inspect Contractor's ambulances at any time, without prior notice.
- d. Any ambulances that fail to meet the minimum in-service requirements contained in the LEMSA Supply List, as determined by District may: (i) be required by the District to be immediately removed from service until the deficiency is corrected if the missing item is deemed a critical omission, and/or (ii) subject Contractor to a per-incident penalty as specified in Exhibit [] of the LEMSA Contract.³
- e. Contractor shall maintain inventory control and equipment maintenance systems which keep its ambulance fleet fully stocked with quality equipment in good working order at all times.

³ This exhibit reference will be inserted if/when the LEMSA Contract is negotiated.

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

6. Communications Equipment and Dispatch.

- a. Contractor Dispatch Center.⁴ From time to time during the term of this Contract, District will designate emergency communications centers in the County from which Contractor shall receive requests for emergency ambulance services, including without limitation, District's communications center located at 2010 Geary Road in Pleasant Hill (the "District Dispatch Center") and the City of Richmond communications center (any such communications center, a "District Designated Communications Center"). Contractor shall operate a dispatch center ("Contractor's Dispatch Center"), and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services Contract made by a District Designated Communications Center. Contractor's dispatch personnel will be located at District's Dispatch Center. Contractor's Dispatch Center shall be capable of dispatching all ambulance units used to provide services pursuant to this Agreement. Contractor shall be capable of receiving and replying to a District Designated Communications Center's request for emergency ambulance services by voice and by the data linkage as specified in the current version of the County Message Transmission Network (MTN) standard, a copy of which has been provide to Contractor, and which is incorporated herein by reference. A copy of the MTN standard is on file at the LEMSA offices located at 1340 Arnold Drive, Suite 126, Martinez, CA.
- i. Contractor shall pay for all interfaces to its computer equipment, connectivity costs, and for hardware at Contractor's Dispatch Facility.
- ii. District is responsible for District's hardware and software at the District Dispatch Center.
- b. Dispatch Center Alternative. Notwithstanding the requirements of Section 6(a) above, District and Contractor may make arrangements for a District operated dispatch facility to dispatch Contractor's ambulances within the Service Area. In the event of such an arrangement, District and Contractor agree to amend this Contract to reflect such an arrangement. District shall not establish new dispatch requirements which would impose additional costs on Contractor without Contractor's agreement to a cost recovery mechanism.
- c. Dispatcher Preparedness. Contractor shall adequately train and prepare its employees staffing Contractor's Dispatch Center to process emergency medical requests for service. Contractor shall provide its Contractor's Dispatch Center employees with a company orientation as well as a thorough orientation to the EMS System before being assigned to operate as part of Contractor's Dispatch Center.
- d. Dispatch Evaluation. Contractor shall implement an on-going program for the evaluation of its dispatch operations, education and training of dispatchers, and problem identification and resolution.

⁴ Parties to revise regarding automatic vehicle locator (AVL) provisions.

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- e. Ambulance Communication Equipment. Contractor is responsible for the communications equipment on ambulances and supervisory units used in performance of services to District.
- i. Contractor shall equip all ambulances and supervisory vehicles with radio equipment for communications with District Designated Communications Centers and in compliance with County LEMSA requirements.
 - ii. Radio frequencies and communications equipment provided by District may only be used for emergency medical response within the County under the terms of this Agreement, or as directed by a District Designated Communications Center, or in compliance with policies and protocols established by District.
 - iii. Approved radio equipment issued by District to Contractor shall be installed in conformance with existing District policies prior to assignment of a vehicle to an emergency response area. Installations and removals will be at Contractor's expense.
 - iv. Contractor shall obtain a certificate of inspection of approved District radio equipment following installation and shall make vehicles available for inspection of radios owned by District upon reasonable request of District. The Contract Manager and District communications division may adopt alternate procedures.
 - v. Specific radio equipment purchased by District at District expense for Contractor shall remain the property of subject to the control of District at all times.
 - vi. District owned radios that are damaged due to accidents, malicious mischief, or acts of God, shall be repaired or replaced at District's option by District, for which Contractor shall pay District's actual cost of repair or replacement, or by Contractor with District's prior approval. Equipment shall remain the property of District.
 - vii. Contractor shall operate communications equipment in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable District rules and operating procedures. All operators of the two-way radios shall at all times be subject to the exclusive control of District.
 - viii. The District communications director must approve all radio equipment other than Contractor's internal company system.

C. Records, Reports, Audits, Inspections.

1. Data and Reporting Requirements. Contractor shall provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.
2. Dispatch computer. The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment, and full audit trail documentation.
3. Records. Contractor shall complete, maintain and provide to County if requested, adequate records and documentation to demonstrate its performance compliance and to aid District in improving, modifying, and monitoring the EMS System as a whole.
4. Electronic Patient Care Report (PCR) System. Contractor's field personnel shall use a computerized patient care reporting system ("ePCR System"), approved by the Contract Manager for patient documentation on EMS System responses including patient contacts, cancelled calls, and non-transports. Contractor's patient care reports ("PCRs") shall be accurately completed to include all information listed in Section 100170 of the California

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Code of Regulations, and information shall be distributed according to EMS policies and procedures adopted by LEMSA.

- a. Contractor's ePCR System shall include the following characteristics at a minimum:
 - i. Features to maximize accuracy of PCR documentation;
 - ii. Ability to auto-populate fields;
 - iii. Ability to print legible PCRs at receiving facilities in accordance with LEMSA policy;
 - iv. Ability to support real time reporting and immediate access to PCRs;
 - v. Uses a highly secure and encrypted connection that complies with HIPAA in all electronic information exchanges;
 - vi. Ability to download EKG strips from cardiac monitors and transmit data;
 - vii. Ability to import data from electronic monitoring equipment;
 - viii. Ability to use the PCS System as a communication conduit in the field;
 - ix. Ability to map data points to the National Highway and Traffic Safety Administration data set and the California Emergency Medical Services Authority data set for compliance with federal and state recommendations, for clinical and demographic reporting, and for data comparison with other EMS systems,
 - x. Easily queried to produce ad hoc reports specific to clinical classifications, and,
 - xi. Compiles clinical data into a data warehouse that facilitates research and study of patient care encounters throughout Contractor's organization.
 - b. Contractor shall develop and implement any ePCR system enhancements required by the LEMSA Contract.
 - c. Contractor shall provide any data points that may be reasonably requested by District, including any needed modifications to support EMS System data collection.
5. Patient Care Report Data Submission Required. Contractor shall provide County and District with its ePCR system in computer readable format in compliance with LEMSA requirements.
- a. PCR's provided to County and District shall contain all information documented on Contractor's original PCR and shall be submitted for all EMS System responses including patient contacts, cancelled calls, non-transport;
 - b. Data points collected must include all items identified by District and County;
 - c. Contractor shall identify PCR's for patients meeting trauma triage criteria; and
 - d. Contractor will use commercially reasonable efforts to include the following information in PCRs for each patient transported to an appropriate EMS receiving hospital:
 - i. Patient name unless verified as John or Jane Doe;
 - ii. Social security number or Date of birth;
 - iii. Address or telephone number;
 - iv. Primary insurance coverage if available; and
 - v. Chief complaint or reason for ambulance transport.
6. Reports Required.
- a. Contractor shall provide to District, within ten (10) days after the first of each calendar month, the following reports documenting its performance during the preceding month as it relates to the clinical, operational, and financial performance required under this Contract. Contractor shall document and report to the Contract Manager in writing and in a format required by the Contract Manager. Response Time Standards compliance

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and customer complaints with resolutions shall be reported monthly. Reports shall include, at a minimum:

- i. A clinical data report that includes the following:
 - A. Continuing education compliance reports;
 - B. Summary of clinical/service inquiries and resolutions;
 - C. Summary of interrupted calls due to vehicle/equipment failures; and
 - D. A list of trauma transports, by city and by hospital, including all times necessary to calculate each and every response time, Arrival On-Scene Time, and transport to hospital time.
- ii. An operational data report that includes the following:
 - A. Calls and transports, by priority, by ERZ;
 - B. A list, by ERZ, of each call where a BLS ambulance was dispatched when an ALS ambulance should have responded according to District dispatch standards;
 - C. A list by ERZ of each call where there was a failure to properly record all times necessary to determine the response time and or transport to hospital time;
 - D. A list of mutual aid responses and requests;
 - E. Number of paramedic ambulance hours deployed;
 - F. Response Time Standards compliance;
 - G. A list by ERZ of each emergency call dispatched for which Contractor did not meet the Response Time Standard;
 - H. A list by ERZ of responses cancelled en-route; and
 - I. A list by ERZ of exception requests and resolution.
- iii. A response time statistical data report that includes ambulance dispatch records in computer readable format specified by the Contract Manager for all ambulance responses originating from requests by District Designated Communications Centers.
- iv. A community/governmental affairs report that includes the following:
 - A. Number, location, and outcome of conducted community education events; and
 - B. Public relation activities, first responder recognition.
- v. Other Reports. Contractor shall provide District with such other reports and records as may be reasonably required by the Contract Manager.

D. Integration with First Responder Programs.

1. Contractor shall support the integration of the fire first response component of the EMS System and shall cooperate and support paramedic first response.
2. Contractor shall insure that its personnel work professionally and collaboratively with fire first responders in the transition of patient care at the scene.
3. Contractor shall implement policies to facilitate scheduling time on ambulances to fulfill paramedic training, internship, and accreditation requirements for firefighter paramedics working in Contra Costa County.
4. District intends to rely upon the entrepreneurial and innovative methods proposed by Contractor under this Contract to enhance the paramedic first response capabilities within

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the County. Contractor shall support the development of an integrated fire first response program. At a minimum Contractor shall:

- a. Offer Contractor-sponsored CE programs to District personnel on a comparable basis as made available to Contractor's personnel. The fees charged to District fire personnel for Contractor-sponsored CE shall not exceed the fees charged to Contractor's personnel. District fire personnel shall have access to enrollment in Contractor-sponsored CE on the same basis as Contractor's personnel. Contractor is not responsible for paying wages or stipends to the District fire personnel for participation in Contractor-sponsored CE activities.
- b. Designate from among Contractor's employees a single individual as Contractor's contact person/liaison for fire agencies within the Service Area.
- c. Establish a mechanism to exchange on a one-for-one basis medical supplies and equipment supplied by a fire first responder agency in connection with patient transport.
- d. Provide pre-arranged transportation service to return firefighters who accompany an ambulance to the hospital promptly to their engine companies.

E. Health Status Improvement and Community Education.

1. Community Education. Contractor shall undertake a program of health status improvement and community education as outlined in the LEMSA Contract as the exclusive operator for emergency ambulance service. Beginning January 1, 2017, and prior to January 1 of each year thereafter, Contractor shall provide District with: (a) a written plan of activities the coming year; and (b) a summary of the prior year's accomplishments. Contractor shall endeavor to carry out health status improvement and community education program in cooperation with existing healthcare and health promotion organizations, local public safety agency, and other community organizations.
2. Community Outreach Coordinator. Contractor shall employ a full-time community outreach coordinator whose primary responsibilities will be to work with District and community organizations in carrying out Contractor's health status improvement and community education program.

F. Disaster, Multi-casualty and Mutual Aid Response.

In the event of a multi-casualty incident or other local emergency, Contractor shall use its best commercial efforts to perform in accordance with applicable County emergency plans, and shall use best efforts to maintain primary emergency services including suspension of non-emergency services as required.

1. Response Time Standards Exemptions. District shall exempt Contractor from the Response Time Standards and staffing standards during multi-casualty incidents and disaster response when such exemption is in the public interest.
2. Reimbursement. District shall compensate Contractor for Contractor's direct costs for providing services during a declared local emergency or disaster to the extent that said costs are not recoverable by Contractor from a patient or third party and to the extent that such costs are recoverable by District from the state or federal government.

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3. Internal Disaster Response Notification. Contractor shall implement a plan for immediate recall of personnel during multi-casualty incidents or other emergency condition. This plan shall include the capability of Contractor to alert off-duty personnel.
4. Disaster Response Vehicle/Equipment. Contractor shall maintain District's assigned disaster response vehicle. This vehicle 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. Equipment shall be stored in this disaster vehicle in compliance with state and County regulations.
5. Interagency Training for Exercises/Drills. Contractor shall participate in EMS System sanctioned exercises and disaster drills and other interagency training in preparation for disaster responses.
6. Mutual Aid Requirements. Contractor shall respond in a mutual aid capacity within and outside of the County if so directed by the Contract Manager. Contractor shall be prepared to respond one ambulance strike team staffed and equipped to the California Emergency Medical Services Agency Ambulance Strike Team Guidelines when directed by District in accordance with a disaster mutual aid request.
7. Ambulance Service Assistance. Contractor, to the best of its ability, shall assist in servicing any other emergency response areas where the County contract for that response area has been suspended or terminated if requested to do so by the Contract Manager.

G. Payment Provisions.

1. Payment Provisions. Subject to the Payment Limit of this Contract and subject to the terms of this Contract, District will pay Contractor \$[]⁵ for each Ambulance Unit Hour, as full compensation for all services, work, expenses, and costs provided or incurred by Contractor in performing its obligations under this Contract (the "Per Unit Hour Rate").
2. Ambulance Unit Hourly Rate Adjustments. Beginning on April 1, 2017, and on each April 1 thereafter, the Per Unit Hour Rate will increase by the greater of (a) [] percent ([]%), and (b) the percentage increase in the []⁶ for the preceding calendar year.
3. Invoices; Payment. Contractor shall submit monthly invoices to District. District will invoice Contractor monthly for any financial penalties assessed as identified in this Agreement. Contractor shall pay District's invoice within 30 days of receipt of an invoice and sufficient documentation to make payment therefor.
4. Penalty for Failure to Comply with Response Time Requirements. Contractor will pay District financial penalties in the amounts specified in Exhibit []⁷ of the LEMSA Contract when Contractor fails to meet the Response Time Standards. No penalty will

⁵ The parties agree to insert the hourly rate amount set forth in District's response to the LEMSA ambulance services RFP.

⁶ This language will be copied from the annual increase provision language in the LEMSA Contract.

⁷ This exhibit reference will be inserted if/when the LEMSA Contract is negotiated.

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be assessed for any day included in a 30-day period for which penalties have already been assessed.

5. Penalty Disputes. Contractor may appeal the imposition of any financial penalty or the District's penalty calculations by writing to the Contract Manager within ten (10) working days of receipt of a notification of a penalty. It is at the sole discretion of the Contract Manager whether to waive, modify or uphold the penalty.
6. Cost Efficiencies and Operational Synergy. Throughout the term of this Agreement, Contractor and District agree to meet and confer at least semi-annually to research, develop, and attempt to implement cost efficiencies and operational synergies wherever possible. Examples of such initiatives include joint or preferred purchasing agreements, joint training opportunities, and shared occupancy of facilities.
7. District Consulting Services Cost Reimbursement. Within thirty (30) days after the effective date of this Contract, Contractor shall reimburse District for consulting costs associated with the preparation and evaluation of District's initial request for qualifications of ambulance service providers, and District's response to the Contra Costa Emergency Ambulance Request for Proposals. District will provide supporting documentation and receipts of payments made for consulting services received. Contractor's reimbursement obligation shall not exceed \$200,000.

H. Events of Default.

1. Events of Default. The occurrence of any of the following conditions or circumstances constitute an event of default ("Event of Default") by Contractor if it fails to correct such circumstance or event within seven (7) days following the service on it of a written notice by District specifying the conditions or circumstances giving rise to the Event of Default:
 - a. Failure of Contractor to provide the ambulance services required hereunder in a manner that enables District, Contractor, and County to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations, and the LEMSA Contract;
 - b. Falsification of data supplied to District 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 this Agreement;
 - c. Failure to maintain equipment in accordance with good maintenance practices;
 - d. Deliberate, excessive and unauthorized scaling down of operations to the determinant of performance during the wind-down period of this Contract;
 - e. Attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent ambulance services contract bid cycle;
 - f. Attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;

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- g. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
 - h. Failure to comply with approved rate setting, billing, and collection procedures;
 - i. Repeated failures to meet response time requirements after receiving notice of non-compliance from the Contract Manager;
 - j. Repeated failure to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by District dispatch protocol; after receiving notice of non-compliance from the Contract Manager;
 - k. Failure of Contractor to provide and maintain the required insurance and performance security bond;
 - l. Failure of Contractor to cooperate fully with District to effectuate a safe and smooth Emergency Takeover of operations;
 - m. Failure to comply with or exceed the minimum employee wage/salary benefit package as submitted; and
 - n. Willful and repeated material breaches of Contractor's obligation to make a certain percentage of spare ambulances available for service.
2. Remedies. If an Event of Default has occurred, District may terminate this Contract immediately by providing written notice to Contractor, exercise its Emergency Takeover rights provided herein and any other remedies hereunder, and pursue any legal remedies available to it.

I. Emergency Takeover.

- 1. Emergency Takeover. If an Event of Default has occurred and is continuing, or if District determines that a labor dispute will prevent Contractor from performing its obligations under this Contract, and if the Contract Manager determines in his sole discretion that public health and safety are endangered thereby, and after Contractor has been given notice and reasonable opportunity to correct the condition or circumstance causing the Event of Default, the matter shall be presented to the District Board of Directors. If the District Board of Directors finds that an Event of Default has occurred and that the public's health and safety would be endangered by allowing Contractor to continue providing services pursuant to this Contract, Contractor shall cooperate fully with District to effect an immediate emergency takeover by District of Contractor's ambulances and crew stations (an "Emergency Takeover"). An Emergency Takeover shall be completed within 72 hours after action by the District Board of Directors.
- 2. Equipment. In the event of an Emergency Takeover, Contractor shall deliver to District the ambulances and associated equipment used in the performance of this Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of an ALS ambulance in

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accordance with Contra Costa County ALS Policies and Procedures. Equipment shall include the supplies at the minimum stocking levels for an ALS ambulance.

3. Facilities. Contractor shall deliver all ambulances, crew stations, and other facilities located in the County and used pursuant to this Contract for storage or maintenance of vehicles, equipment, or supplies to District in mitigation of any damages to District. However, during District's takeover of the ambulances, equipment, and facilities, District and Contractor shall be considered lessee and lessor, respectively. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's debt service on the vehicles and equipment and occupancy charges as documented by Contractor and as verified by District's auditor (the "Monthly Rent"). District's auditor shall disburse payments for Monthly Rent directly to Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, District shall pay Contractor the rentals specified in Exhibit C⁸, attached hereto and incorporated herein by this reference.
4. Recovery of Damages. Nothing herein shall preclude District from pursuing recovery of the Monthly Rent payments from Contractor as damages for an Event of Default. On the other hand, Contractor shall not be precluded from disputing the Board's findings and the nature and amount of District's alleged damages. However, failure on the part of Contractor to cooperate fully with District to effectuate a safe and smooth Emergency Takeover of operations shall itself constitute a breach of this Contract, even if it is later determined that the original declaration of breach by the District Board of Directors was made in error.
5. Indemnity. District shall indemnify, hold harmless, and defend Contractor against any and all claims arising out of District's use, care, custody, and control of the stations, equipment and vehicles, and negligent use of the vehicles and equipment during an emergency takeover. District shall have the right to authorize the use of the vehicles and equipment by another company. Should District require a substitute contractor to obtain insurance on the equipment, or should District choose to obtain insurance on the vehicles and equipment, Contractor shall be a "Named Additional Insured" on the policy, along with appropriate endorsements and cancellation notice.
6. Return of Equipment. District shall return all Contractor vehicles and equipment to Contractor in good working order, normal wear and tear excepted, at the end of the Emergency Takeover period. For any of Contractor's equipment not so returned, District shall pay Contractor the fair market value of the vehicle and equipment at the time of takeover, less normal wear and tear, or shall pay Contractor the reasonable costs of repair, or shall repair and return the vehicles and equipment.
7. Emergency Takeover Period. District may unilaterally terminate the Emergency Takeover period at any time, and return the facilities and equipment to Contractor. The takeover period shall last, in District's judgment, no longer than is necessary to stabilize the EMS System and to protect the public health and safety by whatever means District chooses.

⁸ The existing County-AMR contract does not appear to have an emergency takeover period vehicle rental schedule. Parties to discuss this provision.

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8. Constructive Lease. All of Contractor's vehicles and related equipment necessary for the provision of Advanced Life Support services pursuant to this Agreement are hereby leased to District during an Emergency Takeover period. Contractor shall maintain and provide to District a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and the name and address of the lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ALS services hereunder shall be reported to District within 30 days of the lien change, transfer, sale, or purchase. Contractor shall inform and provide a copy of the takeover provisions contained herein to its lienholders within five (5) days of an Emergency Takeover. Emergency Takeover procedures shall not apply to public safety agencies.

J. End of Term Provisions.

1. Return of Equipment. Upon the expiration or earlier termination of this Contract, Contractor shall to return to District all District issued equipment in good working order, normal wear and tear excepted. For any District equipment that Contractor does not return, District shall repair or replace the damaged or unreturned equipment at Contractor's expense and deduct the cost thereof from any payments owed to Contractor. In the event Contractor is not owed any payments under this Agreement, Contractor shall reimburse District for the actual cost of repairs or replacement.
2. Future Ambulance Service Contract Bid Cycles. Contractor acknowledges and agrees that supervisory personnel, EMTs, paramedics, and control center personnel working in the EMS System have a reasonable expectation of long-term employment in this system, even though contractors may change from time to time. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who applies for work on a contingent basis with competing bidders, and shall allow without penalty its employees to sign contingent employment agreements with competing bidders at employees' discretion. Contractor may, however, prohibit its employees from assisting competing bidders in preparing their bid proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

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Exhibit A

Deployment Plan⁹

⁹ This exhibit reference will be inserted if/when the LEMSA Contract is negotiated (see Section B(3)(a)).

Initials: _____
Contractor District

**SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)**

Contract Number _____

Exhibit B

Emergency Response Zones Map¹⁰

¹⁰ The map to be inserted here is the map that is the ERZ map exhibit to the LEMSA Contract.

Initials: _____
Contractor District

**SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)**

Contract Number _____

Exhibit C

Emergency Takeover Vehicle Rental Schedule¹¹

¹¹ See footnote 8 at Section I(3).

Initials: _____
Contractor District

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

Contract Number _____

The parties to the Contract agree that the Special Conditions set forth herein modify the Payment Provisions (Form P-1), and the General Conditions (Form L-5) of the Contract.

1. Section 4 (Right to Withhold) of the Payment Provisions (Form P-1) is hereby deleted in its entirety and replaced with the following:

"4. Intentionally Omitted."

2. Section 3 (Records) of the General Conditions of the Contract is hereby amended by adding the following language immediately following the end of subsection (b):

- "c. Financial Records. Contractor shall maintain separate financial records for EMS services provided pursuant to this Contract in accordance with generally accepted accounting principles.
- d. Records Review. With reasonable notification and during normal business hours, District shall have the right to review any and all business records including financial records of Contractor pertaining to this Contract. All records shall be made available to District at their office or other mutually agreeable location. The District 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.
- e. Audited Financial Statements. Contractor shall provide District with audited financial statements by an independent certified public accountants upon request. Requests shall be limited to no more than one time a year and Contractor and District shall equally split the cost of such audit."

3. Section 5 (Termination and Cancellation) of the General Conditions of the Contract is hereby deleted in its entirety and replaced with the following:¹

- "[a. Written Notice. In the event that Contra Costa County terminates the LEMSA Contract without cause, District may, in its sole discretion, terminate this Contract by providing written notice to Contractor that this Contract will be terminated on the same date that the LEMSA Contract is being terminated. This Contract may be cancelled immediately by written mutual consent.
- b. Failure to Perform. The District, upon written notice to Contractor, may immediately terminate this Contract should the Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, the District may proceed with the work in any reasonable manner it chooses. The cost to the District of completing Contractor's performance shall be deducted

¹ These termination and cancellation provisions will need to mirror the LEMSA Contract provisions.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Contract Number _____

from any sum due to Contractor under this Contract, without prejudice to the District's rights otherwise to recover its damages.

- c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11 of the General Conditions, in the event that federal, state, or other non-District funding for this Contract ceases, District may terminate this Contract with thirty (30) days written notice.]"

4. Section 26 (Endorsements) of the General Conditions of the Contract is hereby amended by adding the following language to the end of the section:

"Contractor shall not, in the course of providing service under this Contract, advertise, promote, or endorse any other service or product provided by Contractor without the prior written approval of the Contract Manager."

5. Section 19 (Insurance) of the General Conditions of the Contract is hereby amended by deleting the section in its entirety and replacing it the following:

"19. **Insurance**. During the entire term of this Contract and any extension or modification hereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements:

- a. Liability Insurance. The Contractor shall provide malpractice insurance and comprehensive liability insurance, including coverage for owned and non-owned vehicles, each with a minimum combined single limit coverage of \$11,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each act, omission, or occurrence. Such insurance shall be endorsed to include the District of Contra Costa and their respective officers and employees as additional named insured as to all services performed by Contractor under this Agreement. Said policies shall constitute primary insurance as to the District, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.
- b. Workers' Compensation. The Contractor shall provide workers' compensation insurance coverage for its employees.
- c. Certificate of Insurance. The Contractor shall provide the District with a certificate(s) of insurance evidencing liability, medical malpractice and workers' compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Contract Number _____

- d. Additional Insurance Provisions. The insurance policies provided by the Contractor shall include a provision for thirty (30) days written notice to District before cancellation or material change of the above specified coverage.
- e. Performance Security Bond. The Contractor shall furnish performance security in the amount of \$1,000,000 in one of the following forms:
 - i. A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to District; or
 - ii. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the District and from a bank or other financial institution acceptable to the District."

6. Section 22 (Nonrenewal) of the General Conditions of the Contract is hereby amended by adding the following language the end of the section:²

² This renewal language will track the LEMSA Contract renewal language, if such a provision is included in the LEMSA Contract.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

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

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

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

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

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

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

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

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

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

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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, 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

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
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

GENERAL CONDITIONS
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requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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.