



REQUEST FOR PROPOSALS

Consulting Services for the Assessment of the Contra Costa County Emergency Medical Services System and for the Development and Management of a Request for Proposal for Ambulance Services

Proposal Number: #2022-101

ISSUED BY:

**CONTRA COSTA COUNTY EMERGENCY MEDICAL
SERVICES AGENCY**

Release Date: May 2, 2022

Due Date: June 6, 2022

Send inquiries via e-mail to rachel.morris@cchealth.org

TABLE OF CONTENTS

CALENDAR OF KEY DATES.....1
SERVICES.....2
CURRENT PRACTICES2
SCOPE OF WORK.....2
COMPENSATION4
DELIVERABLES/REPORTS4
PROPOSAL PROCESS.....5
DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD.....5
QUESTION PROCESS6
PROPOSAL REQUIREMENTS6
RESPONDENT QUALIFICATIONS AND EXPERIENCE7
REFERENCES7
EVALUATION OF PROPOSALS.....8
EVALUATION CRITERIA8
PROVISION OF INFORMATION TO RESPONDENTS.....9
PROPOSAL SUBMISSION, DUE DATE AND LATE PROPOSALS9
RESPONDENT INQUIRIES.....10
RFP ADDENDA.....10
CONTRA COSTA COUNTY STANDARD FORM CONTRACT GENERAL TERMS AND
CONDITIONS 11

CALENDAR OF KEY EVENTS

ACTIVITY	DATE*
Release of Request For Proposal	May 2, 2022
Questions Due 5:00pm.....	May 9, 2022*
Responses to Questions posted to website.....	May 16, 2022
Proposals Due 5:00 pm	June 6, 2022*
Proposal Review and Selection.....	June 8-10, 2022
Contract Negotiations and Development	June 13 – July 8, 2022
Notification of Intent to Award.....	July 12, 2022
Contract Awarded/Commencement of Services	July 20, 2022

* Dates are subject to change at sole discretion of Contra Costa County, except for Questions Due or Proposals Due. If these two dates change, the change will be published via Addendum attached to the RFP.

SERVICES

The Contra Costa County Emergency Medical Services Agency (CCCEMSA) is soliciting proposals from qualified professional consultants (“Responders”) to conduct an assessment of the current EMS System focused on the Contra Costa County Exclusive Operating Area (EOA) comprised of Emergency Response Areas (ERA’s) I, II, and V, to assist with developing and conducting a Request for Proposal (“RFP”) for exclusive emergency ambulance services in ERA’s I, II, and V, and to assist with final contractual agreement between the chosen ambulance service provider (“Bidder”) and Contra Costa County (“County”).

CURRENT PRACTICES

The County has three (3) Exclusive Operating Areas (EOAs) comprised of five (5) Emergency Response Areas (ERAs). The EOA for this RFP process includes ERAs I, II, and V. ERA’s I, II, and V encompass approximately 519 square miles and have an estimated population of 935,000.

The County conducted a competitive Request for Proposals (RFP) process in 2015, which resulted in Costa County Fire Protection District (CCCFPD) being awarded the exclusive contract for 9-1-1 Ambulance Services in ERAs I, II, and V. CCCFPD provides ambulance service through a subcontracting model where American Medical Response provides all personnel, service, and direct oversight of operations. The current contract for emergency ambulance service in the three ERAs expires December 31, 2025.

SCOPE OF WORK

CCCEMSA is seeking responses from qualified consultants to:

1. Facilitate and execute a comprehensive assessment of the current EMS system (limited to ERA’s I, II, V), including a process for stakeholder input.
2. Develop and manage a competitive RFP process for exclusive emergency ambulance service serving the EOA comprised of ERA’s I, II, and V.
3. Assist in producing an EMS system that is sustainable for the planning horizon (2030) and beyond.
4. Assist in contract negotiations with successful ambulance Bidder selected through a competitive RFP process.

This project will be conducted in three phases:

Phase 1 (July 2022 – March 2023):

This will include all work related to facilitating and executing a comprehensive assessment of the current EOA comprised of ERA’s I, II, and V, and include a process for stakeholder input. The assessment and resulting recommendations will minimally address each of the following subject areas, identifying the current state and recommended future state of each subject:

- A. Use of the Medical Priority Dispatch System (MPDS®) for prioritized and tiered response and non-response.
- B. Use of communications system, including dispatch and communications practices and configuration.
- C. Response time and outlier performance standards, including a population-based analysis

of the existing urban, suburban, rural, and wilderness zones based upon clinically justified response times standards.

- D. Clinical oversight and performance measures.
- E. Deployment of ambulance response resources.
- F. Integration of non-emergency ambulance service providers into the emergency ambulance response system during disasters and low-level events.
- G. Evaluation of a tiered emergency ambulance response utilizing BLS and ALS.
- H. Integration of bidirectional health exchange between prehospital providers and receiving facilities.
- I. Recruitment and retention of highly trained and skilled paramedics and EMTs.
- J. Disaster response capabilities and utilization and training of ambulance strike teams.
- K. Deployment model and locations for EOA ambulances, based on call volume patterns, field-hospital interface, including specialty service providers (e.g., trauma, STEMI, stroke, pediatric).
- L. Air ambulance utilization.
- M. Options for transport or diversion of ambulance patient transport of 5150 patients, including assessment for the humane and safe transport of 5150 transports.
- N. Options for appropriate and inappropriate sanctions/incentive structures to compel and encourage compliance with contractual standards, without causing untoward financial distress.
- O. Evaluation of the establishment of an EMS fund for fines and penalties to be used for EMS system improvements as identified by the EMS Agency.
- P. Data and performance reporting requirements.
- Q. Within the scope of current California Code of Regulations, Title 22: assess feasibility for future community paramedic and mobile healthcare demands, including:
 - a. Efficacy of on-scene treat and release including telehealth models
 - b. Efficacy of alternate destinations within Contra Costa County.
 - c. Efficacy of 9-1-1 triage for non-response including 911 shunt to RN advice line.
- R. EMS system financial analysis, including:
 - a. Evaluation of incumbent's audited financials, including gross and net revenue from patient charges, and incumbent's cash flow
 - b. Payor mix
 - c. Cost containment strategies, including evaluation of Ground Emergency Medical Transport and Rate Range Intergovernmental Transfer Supplemental Reimbursement, value based or "clinically justified" transport reimbursement models, and recommended reasonable billing rates for the first five years of the planning horizon.

Phase 2 (April 2023 – March 2024):

This will include the development and management of a competitive process for exclusive Emergency ambulance services within the EOA comprised of ERA's I, II, and V. The RFP will be conducted with appropriate confidentiality to protect the competitive nature of the RFP. The RFP must rely on the system assessment and stakeholder feedback process. 'Phase 2' will be further informed by 'Phase 1' and will include but not be limited to the following objectives:

- A. Provides exceptionally high clinical and operational quality emergency medical response throughout the EOA.
- B. Ensures that the emergency ambulance service utilizes the latest technology for safe and efficient emergency ambulance response.
- C. Ensure that Emergency ambulance services meets the needs of the patients at reasonable

- cost.
- D. Ensure that Emergency ambulance service complies with federal, state and local standards and laws.
 - E. Establish response time standards founded in scientific data for urban/suburban/rural/wilderness response areas, based on all MPDS® categories.
 - F. Provide options to assure operational, clinical, and financial transparency of selected Bidder.
 - G. Assure that the EMS Agency has regulatory, clinical, financial, and contractual oversight over all components of the EMS system.
 - H. Evaluation of the Bidder's financial integrity and review of third-party audit of Bidder's financials.

Phase 3 (April 2024 – November 2024):

- A. Assist in the establishment of an agreement with the selected Bidder, including contract negotiations consistent with the Bidders RFP response.

COMPENSATION

A budget of \$200,000.00 has been allocated for these services. Respondents shall provide hours and cost estimates for each phase detailed in the “Scope of Work” section. This RFP is for consultant services; therefore, proposed costs shall include all overhead, insurance, wages, and operating costs of contractor. Final terms of compensation will be negotiated at conclusion of this RFP and shall be subject to the approval of the Contra Costa County Board of Supervisors if cost is greater than approved budget of \$200,000.00.

DELIVERABLES/REPORTS

Phase 1

- Coordinate, host, and aggregate information from no less than three public hearings and personal interviews with all stakeholder organizations to gather public, elected official, and stakeholder comment and recommendations.
- Write and submit to the EMS Agency, a draft report and final report describing evaluations of the current and future state of the EMS system, future planning environment, alternative courses of action and recommended course for action for items identified in Phase 1.
- Write and submit a draft and final EMS system financial report.
- Present to Contra Costa County Board of Supervisors on final findings

Phase 2

- Coordinate, host, and aggregate information from no less than five EMS System strategic planning sessions.
- Write and submit to the EMS Agency, draft and final EMS System Strategic Plans.
- Assist EMS Agency, County Counsel's Office, and County Purchasing to develop the emergency ambulance RFP.
- Produce the final RFP.

- Prepare and distribute updates as directed.
- Host and conduct the bidders' conference. Assist with the financial review, technical review, and evaluation of responses to RFP. Assist with the contract negotiation process.
- Any additional data deemed necessary by a Contractor, either for the preparation of a response to this RFP, or during the larger redesign/contracting RFP process, will be provided to the extent possible and at the discretion of County EMS. Questions should be submitted in writing for inclusion in the Addendum.

Phase 3

- Assist in the establishment of an agreement with the selected Bidder, including contract negotiations consistent with the Bidder's RFP response.
- Assist in drafting contract terms and conditions.

PROPOSAL PROCESS

The County intends to award a contract to the Respondent who submits the proposal that is the most advantageous and the best value to the County as determined by the County at its sole discretion.

All proposals become the property of the County. The County reserves the right to accept proposals, award proposals and/or not award proposals on individual items listed, on group items, or on the proposal as a whole; to request clarification of information submitted; to request additional information from competitors; to waive any informality in the proposals; to waive any irregularity in the submission and review process; to reject any and all submittals; and to accept the proposal that appears from all considerations to be in the best interest of the County.

The County may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The County may reject the proposal of any proposer who is in default of the payment of taxes, or other monies due to Contra Costa County.

None of the materials submitted will be returned to the respondent unless they are not submitted within the timelines of the RFP.

The Respondent with whom the County contracts with for these services will not be eligible for award of the subsequent Emergency Ambulance Service contract. The respondent will agree not to provide consulting services to the successful bidder for a period of one year after inception of the emergency ambulances services contract.

This request for proposal and related information can be found at [Emergency Medical Services :: EMS :: Contra Costa Health Services \(cchealth.org\)](#) Contra Costa County does not guarantee the accuracy of information posted on or obtained from third party organizations.

DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the proposal process and after denial of an award, prior to the award of the contract the affected Respondent shall submit an appeal in writing to the Director of Emergency Medical Services. An appeal of a denial of award can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of state or federal law.

Respondents may appeal the recommended award or denial of award, provided the following conditions are met:

1. Appeal must be in writing.
2. Must be submitted within five (5) calendar days of the date of the letter of notification of recommended award or denial of award.
3. Appeals will not be accepted for any other reasons than those stated above.

All appeals must be sent to:

Marshall Bennett
Director of Emergency Medical Services
Contra Costa Health Services
777 Arnold Drive, Suite 110
Martinez, CA 94553

The Emergency Medical Services Director will make a final decision concerning the appeal and notify the appealing Respondent within a reasonable time prior to the tentatively scheduled date for awarding the contract. The decision of the Emergency Medical Services Director is final.

QUESTIONS REGARDING THE RFP

Questions regarding this RFP should be submitted by email no later than May 9, 2022, at 5:00pm to:

Rachel Morris, ASA III
Contra Costa County EMS Agency
E-mail: rachel.morris@cchealth.org

Emailed queries will receive an email confirmation that the question(s) have been received. The answers to all questions submitted will be made by addendum and posted along with the original RFP on the Contra Costa County EMS web site by May 16, 2022.

PROPOSAL REQUIREMENTS

Proposals will consist of technical proposals, respondent qualifications and experience, and

references. Proposals must fully address the Request for Proposals requirements including the Scope of Work and must include complete references and data to verify qualifications and experience. Proposals submitted without sufficient data to provide a complete evaluation will not be considered.

The selected contractor will be required to enter into a contract including provisions in the County's standard form contract (Exhibit A attached to this RFP).

The proposal must include the following components, and must be in the following order:

- i. A letter stating contact information, including mailing address, and primary contact email.
- ii. A statement that the proposing party has no direct or indirect conflict of interest.
- iii. A statement detailing all prior and current relationships with emergency ambulance services in California.
- iv. A brief executive summary.
- v. A statement detailing approach: Provide detailed information on how you will provide the services discussed in the Scope of Work, any anticipated deliverables, and your role.
- vi. Proposed budget.
- vii. Qualifications and experience (see **BIDDER QUALIFICATIONS AND EXPERIENCE** below).
- viii. References (see **REFERENCES** below).
- ix. Other information: Provide any other items or information that may assist us in evaluating your proposal (e.g., awards, letters of recommendation, or sample reports).
- x. Four (4) USB drives containing the proposal shall be submitted by US Mail, Courier Service, or In-Person. The Proposal must have a digital signature that ensures the information originated from the signer and verify that the proposal has not been altered.
- xi. Length and format: The proposal shall be limited to a maximum of 12 pages for items i-iv, above. Please do not use fonts smaller than 12-point.
- xii. The successful contractor(s) selected will be required to enter into a contract on the County's standard form contract (see "Exhibit A"). Please indicate in your response if there are any contract provisions unacceptable to the proposing firm. Any suggested modifications will be taken into account as part of the RFP review process and can only be approved by County Counsel.

RESPONDENT QUALIFICATIONS AND EXPERIENCE

Proposals must include definitive information regarding the experience and qualifications of the proposing firm. A statement of the company's qualifications and a description of the company's history and financial capability are required. To be considered, Respondent must demonstrate a history and expertise in emergency ambulance system evaluations in the state of California. The Respondent shall not have a conflict of interest, financial interest, or a present incompatible activity involving any of the County's emergency or non-emergency ambulance service providers. The Respondent shall attest that any proposal that is submitted is without collusion, agreement, understanding or planned common course of action with or without any agreement, with any ambulance service provider or prospective Bidder for ambulance services.

REFERENCES

Provide a minimum of three (3) references for which your agency has provided services similar to those described in this Request for Proposal. References shall include: entity, contact name, address, title, phone number, and term of contract.

The County reserves the right to contact references not provided in the submittals.

EVALUATION OF PROPOSALS

A panel will review all proposals submitted pursuant to the terms of the RFP and select the highest ranked proposals for consideration based on the evaluation criteria noted below. After proposals have been received and reviewed, the highest ranked respondent(s) may be invited to meet with the evaluation panel in a Contra Costa County office at no cost to the County to discuss and clarify any questions concerning the respondent’s proposal and the County’s requirements.

At any time during the evaluation process, the County may request “Best and Final” offers based upon the County’s improved understanding of the offers or changed scope of work. Based on the initial proposals, further clarification and/or revision of proposals, and Best and Final offers, if requested, the panel will select the proposal that provides the best value to the County. The County may negotiate final pricing and a contract form with the successful respondent.

Because this proposal is negotiable, all data shall remain confidential until after an award recommendation is made, and there shall be no public opening and reading of proposals.

The County reserves the right to award an agreement without further competition based on the responses received to this RFP.

EVALUATION CRITERIA

Qualifications and experience will be evaluated to determine the proposal that provides the best value to the County.

The criteria to be used in the evaluation of proposals are as follows:

Qualification	Standard	Max Score
Responsiveness	Overall responsiveness to the Request for Proposal. Proposals must be neat, complete, and fully address all of the technical requirements of the RFP, respondent qualifications, and references.	15
Methodology, experience, knowledge,	Proposed methodology: The quality, viability, and suitability of the services offered, when compared with the requirements and specifications of the RFP.	25
	The respondent’s technical capability, expertise and skill to provide the required services, including the respondent’s experience providing similar services to other California local EMS agencies.	15

and qualifications	The respondent’s knowledge of California laws and regulations pertaining to EMS systems and ambulance operations,	15
	Qualifications of the respondent’s workforce as verified by the overall experience of the respondent’s personnel to be assigned to the contract.	20
Cost	Ability to stay within the proposal budget while meeting scope of work: Are the work hours, or budget presented reasonable for the effort required in each phase of the project?	10
Total:		100

PROVISION OF INFORMATION TO RESPONDENTS

Under State law, the County is required to comply with the California Public Records Act. Documents provided by Respondents are considered confidential until an award recommendation is made. After that, the documents and information within those documents may be publicly disclosed, absent an applicable exemption to the California Public Records Act. If you contend that the documents you are submitting contain confidential information clearly mark the top of each page containing “TRADE SECRET”, “CONFIDENTIAL” or “PROPRIETARY”. The County will evaluate such marked documents to determine whether disclosure is required under the California Public Records Act or otherwise by law. The County shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold City harmless for any such disclosure.

PROPOSAL SUBMISSION, DUE DATE AND LATE PROPOSALS

By submitting a proposal, the Respondent represents and warrants that:

The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.

The Respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting contractor of Contra Costa County.

Four (4) USB drives of the Proposals shall be submitted in a sealed envelope identified by proposal number RFP #2022-101 and title on the outside of the sealed envelope.

The deadline for submission of proposals in response to this RFP is 5:00 P.M. on June 6, 2022. Late proposals will not be accepted or considered.

Please mail proposals to the following address:

Contra Costa County EMS Agency

Attention: Rachel Morris, ASA III
777 Arnold Drive, Suite 110
Martinez, CA 94553
(925) 608-5454

Proposals may be hand delivered to the reception desk at the same address during regular business hours.

The County reserves the right to request additional information not included in this RFP from any or all respondents after June 6, 2022.

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. No amendments, additions or alterations will be accepted after the time and date specified as the submission deadline unless requested by the county.

RESPONDENT INQUIRIES

For information concerning this RFP process, interested parties may contact:

Rachel Morris, ASA III
Contra Costa County EMS Agency
777 Arnold Drive, Suite 110
Martinez, CA 94553
(925) 608-5454
E-mail: rachel.morris@cchealth.org

Except for the above named, potential respondents should not contact Contra Costa County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject a proposal from that entity.

No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

RFP ADDENDA

Any changes to the RFP requirements and the answers to questions submitted will be made by addendum and posted along with the original RFP on the Contra Costa County Emergency Medical Services website and sent to all known interested parties. All addenda will include an acknowledgment of receipt that must be returned. The addenda must be signed and attached to the final response. Failure to attach any addendum will result in the rejection of the response.

EXHIBIT A

CONTRA COSTA COUNTY STANDARD FORM CONTRACT

GENERAL CONDITIONS

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.

5. Termination and Cancellation.

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon

by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

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

8. **Modifications and Amendments.**

a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

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

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

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

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

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

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

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. Confidentiality. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. Indemnification. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to

be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

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

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If

Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue &

Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. Copyrights, Rights in Data, and Works Made for Hire. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. Endorsements. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. Required Audit.

a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

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

d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.