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Title: APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract authorizing the Moraga Orinda Fire District to provide emergency ambulance services in the County's Emergency Response Area III for the period July 1, 2025 through June 30, 2028. (Non-financial agreement)

Attachments:

Date	Ver.	Action By	Action	Result	Tally
9/16/2025	1	BOARD OF SUPERVISORS	approved	Pass	

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #23-768-1 with the Moraga Orinda Fire District

Recommendation of the County Administrator Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Agreement #23-768-1 authorizing the Moraga Orinda Fire District ("MOFD") or ("District") to provide emergency ambulance services in the County's Emergency Response Area III for the period July 1, 2025 through June 30, 2028.

FISCAL IMPACT:

This is a non-financial agreement.

BACKGROUND:

This long-term ambulance services agreement would authorize the MOFD to provide emergency ambulance services in the County's Emergency Response Area III from July 1, 2025, through June 30, 2028. Emergency Response Area III, located in Moraga and Orinda, is one of five (5) ambulance operating areas in Contra Costa County.

MOFD has provided emergency ambulance services in Emergency Response Area III without interruption since before January 1, 1980. The County and the District entered into the most recent ambulance services agreement for Emergency Response Area III on October 11, 2022, and that agreement expired on June 30, 2025.

Under the ambulance services agreement, the District will provide emergency ambulance services as requested by any County-designated public safety dispatch center. The District will provide these services 24 hours a day for the full term of the agreement. The District must staff and equip its ambulances to provide advance life support care, including staffing each ambulance with at least one paramedic and one emergency medical technician (EMT). The agreement establishes response time standards that the District must meet when

responding to emergency calls. It also establishes clinical, personnel, vehicle, communications equipment, and other standards that the District must meet.

The County's five (5) Emergency Response Areas are "exclusive operating areas" that were established in accordance with Health and Safety Code section 1797.224 (Section 224), a provision of the EMS Act (the "Emergency Medical Services (EMS) System and the Prehospital Emergency Medical Care Personnel Act," codified at Health and Safety Code sections 1797 through 1799.207).

Under Section 224, a competitive process to select an ambulance provider for an exclusive operating area is not required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services have been provided without interruption since January 1, 1981.

Because the District has provided emergency ambulance services in Emergency Response Area III without interruption since before January 1, 1980, the District is "grandfathered with exclusivity" under Section 224 and a competitive process is not required for this contract. This Agreement includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Agreement. This Agreement is retroactive due to unexpected staff vacancies during the peak renewal period.

CONSEQUENCE OF NEGATIVE ACTION:

If this Agreement is not approved, County would not have a long-term emergency ambulance services Agreement for Emergency Response Area III.

**AGREEMENT REGARDING EMERGENCY AMBULANCE SERVICES
IN CONTRA COSTA COUNTY EMERGENCY RESPONSE AREA IV**

This Agreement is made on July 1, 2025 (“Effective Date”) between the County of Contra Costa, a political subdivision of the State of California (“County”), and the Moraga Orinda Fire District (“District” or “Contractor”), regarding emergency ambulance services provided by District in County’s Emergency Response Area III (ERA III).

I. District Services.

- A. District’s Authority. County acknowledges and agrees that, pursuant to the EMS Act (Health and Safety Code section 1797 et seq.), as amended by SB 438, and the Fire Protection District Law of 1987 (Health and Safety Code section 13800 et seq.), District’s governing body is responsible for the deployment of its emergency response resources within District’s territory, and neither the County nor Contra Costa Emergency Medical Services (CCEMS), a unit of the County Health Services Department, may unilaterally alter District’s deployments.
- B. Scope of Service. District shall provide emergency ambulance services as requested by any County-designated public safety dispatch center, subject to all terms and conditions contained in or incorporated into this Agreement. The primary CCEMS-approved emergency medical dispatch (EMD) and County-designated Public Safety Answering Point (PSAP) in ERA III is the Contra Costa Regional Fire Communication Center, which provides contracted EMD and dispatch services within ERA III (Service Area), delineated in the current copy of the map entitled “Emergency Response Areas of Contra Costa County,” which is on file at CCEMS, 777 Arnold Drive, Suite 110, Martinez, and at the Clerk of the Board of Supervisors, 1025 Escobar Street, Martinez. Services under this Agreement shall be provided in accordance with the requirements of the EMS Act and all regulations promulgated thereunder, and in accordance with any amendments or revisions thereof. Services shall be provided in each case until patient care is assumed by receiving facility personnel, or until the patient has refused medical care or ambulance transportation. In performing services under this Agreement, District shall work cooperatively with the County’s Health Services Director and the Director’s designee, the Contra Costa Emergency Medical Services Agency Director (Contract Manager).
- C. Basic Services. District shall perform the following services to the satisfaction of the County:
1. District shall provide emergency ambulance services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Agreement.
 2. District shall assure that all personnel are properly credentialed and oriented to the EMS system.
 3. District shall participate in an approved fire first-responder defibrillation program.
 4. District agrees that the performance of services under this Agreement shall conform to high professional standards and shall comply with all applicable emergency medical policies and guidelines as established by CCEMS.
 5. District shall provide prehospital emergency medical services without regard to any patient’s

race, color, national origin, religious affiliation, age, sex, or ability to pay.

D. Level of Care.

1. Subject to Section I.D.2, below, District shall provide emergency ambulance services within ERA III at the ALS level of care. District agrees to staff and equip all emergency ambulances to provide Advanced Life Support (ALS) care in accordance with CCEMS policies, procedures, and protocols, including but not limited to, staffing each ambulance with at least one (1) paramedic and one (1) emergency medical technician (EMT).
2. District may send emergency ambulances staffed by two (2) EMTs to provide Basic Life Support (BLS) level of care to requests for multi-unit response and to any calls in which a County-designated communications center determines BLS response is appropriate under emergency medical dispatch protocols and procedures approved by the medical director of CCEMS.

E. Work and Services.

1. District's provision of Emergency Ambulance Services shall comply with all applicable federal and state EMS laws and regulations, and CCEMS policies, procedures, and protocols.
2. District agrees to familiarize all District personnel, prior to their assignment on a first responder unit or ambulance, with CCEMS's policies, procedures, protocols, EMS system design, County multicausality incident plan, medical radio communications (ambulances, base hospitals, County), medical equipment utilization and maintenance, and paramedic and EMT roles and responsibilities. District agrees to designate an EMT or higher level of medical credentialed staff, as the person with overall responsibility for EMS program coordination.

II. Performance Standards.

- A. Response Time Performance Standards. District agrees that its emergency ambulance response time on requests for emergency medical service originating from within the Service Area will meet or exceed the following standards (Response Time Standards) as measured within each calendar month:
1. Potentially Life-Threatening Emergency Response. (Priority 1 - Currently dispatched as Code 3). District ambulances shall respond to Priority 1 requests for emergency ambulance service originating within the Service Area within eleven (11) minutes and forty-five (45) seconds in sub-areas designated urban/suburban. District shall meet this Response Time Standard 95% of the time. District ambulances shall respond to Priority 1 requests for emergency ambulance service originating within the Service Area within twenty (20) minutes in sub-areas designated as rural. District shall meet this Response Time Standard 95% of the time. The designated urban/suburban and rural sub-areas within the Service Area are set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. A detailed map delineating urban/suburban and rural sub-areas and a detailed map description are on file at the CCEMS office and are incorporated herein by this reference.

2. Non-Life-Threatening Emergency Response. (Priority 2 - To be defined by mutual agreement between District and County). District ambulances shall respond to Priority 2 requests for emergency ambulance service originating within the Service Area within fifteen (15) minutes and zero (0) seconds in designated urban/suburban areas and thirty (30) minutes and zero (0) seconds in designated rural areas and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth in this subsection.
 3. Non-Emergency Response. (Priority 3 - Currently dispatched as Code 2). District ambulances shall respond to all requests for non-emergency ambulance services originating within the Service Area within thirty (30) minutes and zero (0) seconds in designated urban/suburban areas and forty-five (45) minutes and zero (0) seconds in designated rural areas and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth in this subsection.
 4. District's Internal Response Time Standards. In the event the District chooses to establish a more stringent response time standard, CCCEMS will still calculate response time compliance based on this Response Time Standards in this Agreement, which represent County-standardized response times.
 5. Amendments to Response Time Standards. The Response Time Standards in this section may be modified by a written administrative amendment executed by the District and the Contract Manager.
- B. Response Time Calculation. District's response times shall be calculated monthly to determine compliance with the Response Time Standards. Response times are calculated from the Time Call Received to either the Arrival On-Scene Time or the time when a response is cancelled by a public safety agency.
1. Time Call Received. For all requests for service, the term "Time Call Received" means the earlier of either: (a) the time when an Emergency Medical Dispatch Center that directly dispatches the ambulance receives adequate information to identify the location of the call and the priority level, and dispatches the call; or (b) the time when an Emergency Medical Dispatch Center that directly dispatches the ambulance receives adequate information to identify the location of the call and the priority level, and resources have been assigned, plus thirty (30) seconds.
 2. Arrival On-Scene Time. For all requests for service, the term "Arrival On-Scene Time" shall mean the moment the first emergency ambulance is fully stopped at the location where the ambulance shall be parked while the crew exits to approach a patient and dispatch is notified that the ambulance is fully stopped, or the ambulance is fully stopped at a location it has been dispatched to other than the scene (e.g., staging areas for hazardous materials/violent crime incidents, ambulance arrives at the designated staging location or nearest public road access point to the patient's location).
 3. Failure to Report Arrival On-scene Time. In instances when an ambulance fails to report an "on-scene" time, the time of the next communication with that ambulance shall be used as

the “on-scene” time. However, District may be able to document the actual arrival time through another means (e.g., first responder unit, automatic vehicle location (AVL), communications tapes/logs, etc.) so long as an auditable report is produced.

4. Ambulance Upgrades. If an assignment is upgraded prior to arrival on-scene of emergency ambulance (e.g., from Priority 2 to Priority 1), District’s compliance shall be calculated based on the shorter of: (a) time elapsed from call receipt to time of upgrade plus the higher priority Response Time Standard; or (b) the lower priority Response Time Standard.
 5. Ambulance Downgrades. If a call is downgraded prior to arrival on-scene of emergency ambulance, (e.g. from Priority 1 to Priority 2), District’s compliance shall be determined as follows: (a) if the time of the downgrade occurs after the ambulance has exceeded the higher priority Response Time Standard, the more stringent, higher priority standard will apply; or (b) if the time of the downgrade occurs before the ambulance has exceeded the higher priority Response Time Standard, the less stringent, lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified in the sole discretion of CCEMS, the longer standard will apply.
 6. Ambulance Reassignment Enroute. If an emergency ambulance is reassigned enroute or turned around prior to arrival on the scene by the ambulance (e.g., to respond to a higher priority request), compliance 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.
- C. Response Time Exceptions. In the calculation of District’s performance to determine compliance with the Response Time Standards, every emergency request from a County-designated public safety dispatch center(s) originating from within the Service Area, shall be included in the calculation, except as follows:
1. Responses During a Multicasualty Incident or Disaster. The Response Time Standards may be suspended during a declared multicasualty incident, medical advisory, or disaster within the County, or during a declared disaster in a neighboring jurisdiction to which ambulance aid is being provided as requested by County, when Contract Manager determines that the event has had a material impact on availability of District's resources.
 2. Good Cause. Under the direction of the Health Services Department Director, the Contract Manager may allow exceptions to the Response Time Standards for good cause as determined in the Contract Manager’s sole discretion. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess response time and District must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, incorrect or inaccurate dispatch information received from County’s designated public safety dispatch center(s); disrupted voice or data radio transmission; mobile data terminal failure; material change in dispatch location; Computer Aided Dispatch (CAD) failure; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due

to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by road construction or inclement weather, e.g., fog; unavoidable delays caused by trains; when units are providing County authorized mutual aid; when hospital(s) are on emergency department diversion or trauma center bypass when said diversion or bypass can be shown to affect response times; and off-road locations.

3. Standby. When one or more of District's ALS ambulances have been placed on standby status, not including the first one hour of standby, as long as District gave prior notice to County that the standby may limit District's ability to meet Response Time Standards.
- D. Application for Exception. It is District's responsibility to apply to Contract Manager for a required response time exception.
1. District and CCEMS shall utilize "FirstWatch" Online Compliance Utility (OCU) or other mutually agreed upon technology to track, reconcile, and report ambulance time compliance.
 2. Exception Request Procedure. For each response time exception request, District shall submit detailed documentation to CCEMS or designee in writing within ten (10) working days following the last day of the month. CCEMS shall notify District of granting or denial of the exception request within ten (10) working days after receipt of the request.
 3. Exception Grounds. Equipment failure, traffic congestion not caused by the incident, ambulance failure, District dispatch error, or other causes deemed to be within District's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.
- E. Documentation of Response Times. On all Emergency Ambulance Services responses, District shall document and report all times necessary to determine the total ambulance response times, including but not limited to, time call received by District's dispatch center; time call received by District; time first responder units assigned; time ambulance crew assigned; time first responder unit enroute to scene; time ambulance enroute to scene; if first responder unit or ambulance cancelled enroute; time cancelled prior to arrival on-scene; first responder unit arrival at scene time; ambulance arrival at scene time; time ambulance enroute to hospital; and arrival at hospital time. All times shall be recorded on a Patient Care Report Form (PCR) and automatically documented in District's computer aided dispatch system.
- F. Response Time Performance Data Reporting.
1. District shall use response time data in an on-going manner to evaluate District's performance and compliance with Response Time Standards in an effort to continually improve its response time performance levels.
 2. District shall identify the causes of failures of performance and shall document efforts to eliminate these problems on an on-going basis.
 3. If District does not meet Response Time Standards in a monthly period, District will submit an analysis and corrective plan to CCEMS and work collaboratively with CCEMS staff to identify and resolve issues contributing to non-compliance.

G. District's Deployment Plan.

1. District agrees to provide CCEMS with a current deployment plan specifying all emergency ambulance stations and the number of vehicles to be deployed.
2. District agrees to notify CCEMS in writing of any permanent changes to its emergency ambulance deployment plan within thirty (30) days before implementing the change. District agrees to promptly notify CCEMS in writing of temporary changes in the deployment plan.

III. Clinical and Personnel Standards.

- A. Continuous Quality Improvement (CQI) Program. District shall maintain a CQI program that has been approved by CCEMS; complies with California Code of Regulations, Title 22, Division 9, Chapter 12; and complies with CCEMS's EMS Quality Improvement Plan (EQIP). Any amendments to District's CQI program are subject to approval by CCEMS.
1. Clinical Quality Improvement Staff Commitment. District agrees to provide a Registered Nurse or a qualified EMT-Paramedic, who is experienced in prehospital care, emergency medicine and/or prehospital quality improvement, to implement and oversee District's CQI program. This person shall be responsible for the prehospital quality improvement program for all services provided pursuant to this Agreement.
 2. Quality Improvement Processes.
 - a. District's CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care.
 - b. District agrees that District's prehospital CQI staff shall participate in the County EMS system's CQI meetings, activities, and project teams.
 - c. District shall review their prehospital performance indicators quarterly and engage in performance improvement activities for those indicators as needed.
 - d. District shall host quarterly meetings with CCEMS staff to share performance indicator reports and clinical and non-clinical benchmarking reports, to collaboratively evaluate process and performance, and to identify opportunities for improvement.
 3. Data Gathering and Quality Improvement Efforts. District shall cooperate with County's efforts to fully integrate electronic records and alignment of data sets. Full integration is intended to:
 - a. 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;
 - b. Provide real-time data to District for use in CQI activities; and

- c. Make available to the parties mutually agreed upon relevant records for program monitoring and evaluation.
4. Bi-Directional Exchange Capability Pilot Program. District agrees to collaborate with CCEMS to explore and work towards establishing bi-directional exchange capability with at least one EMS designated receiving facility in order to evaluate and demonstrate the value of tracking the complete continuum of care (from EMD to outcome) in a single patient record.
5. Clinical and Operational Benchmarking. District shall:
 - a. Use benchmarking along with other CQI tools, to evaluate and set goals for improving the clinical and non-clinical performance of District's personnel. District shall provide periodic reports detailing progress in those performance items according to a schedule approved by CCEMS;
 - b. Provide data developed through District's CQI process to the EMS Agency for use in evaluating EMS system performance and in setting system improvement goals; and
 - c. Incorporate any County-approved benchmarking tools developed during the Agreement period into District's CQI process.
6. EMS System CQI Activities. District shall participate in system related CQI activities and CQI project teams.
7. EMS Event Reporting. District shall comply with CCEMS Policy 6002, EMS Event Reporting.

B. Personnel.

1. Credentials. All of District's personnel responding to emergency medical requests shall be currently and appropriately credentialed and accredited.
 - a. District shall retain on file, at all times, copies of current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services under this agreement.
 - b. District shall maintain a mechanism for assuring that EMS personnel credentials and county accreditations are current.
 - c. District shall provide County with a list of District's currently employed paramedics and EMTs, and shall update that list whenever a paramedic or EMT leaves or enters District's employ.
2. Paramedic Minimum Qualifications. All District's paramedic personnel assigned to provide paramedic service under this Agreement on an ambulance or on a non-transport fire first response unit must meet all the following minimum qualifications:
 - a. Currently licensed as a paramedic in the State of California;

- b. Currently accredited as a paramedic in Contra Costa County;
 - c. Currently certified in Advanced Cardiac Life Support (ACLS) according to the American Heart Association standards, or have successfully completed similar training as approved by the EMS Medical Director;
 - d. Currently certified in International Trauma Life Support (ITLS) according to the American College of Emergency Physicians or Prehospital Trauma Life Support (PHTLS) according to the American College of Surgeons; or have successfully completed similar training as approved by the EMS Medical Director;
 - e. Currently certified in Pediatric Education for Prehospital Professionals (PEPP), or have successfully completed similar training as approved by the EMS Medical Director; and
 - f. Currently certified in cardiopulmonary resuscitation (CPR) equivalent to American Heart Association's Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider level and automatic electronic defibrillator utilization.
3. EMT Minimum Qualifications. All District EMT personnel assigned to perform EMT skills and activities under this Agreement must meet the following minimum qualifications:
- a. Currently certified as an EMT in the State of California; and
 - b. Currently certified in CPR equivalent to the American Heart Association's Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider level, and automatic electronic defibrillator utilization.
4. Company Orientation and On-Going Preparedness. District will require field personnel to comply with CCEMS Policy 2007, EMS Orientation and Registration, before they are assigned to respond to emergency medical requests.
- C. Field Supervision. District shall provide field supervision at all times; and within the County, an on-duty employee or officer authorized to act on behalf of District in all operational matters shall be assigned as a field supervisor.
- D. Confidentiality and HIPAA. County and District agree to take appropriate steps to maintain confidentiality of patient data used in quality improvement processes and to comply with requirements of State and Federal law, including the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH).
- E. Infection Control. District agrees to develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure.
- F. Joint Training. District will participate in joint training programs with ambulance services, hospital personnel, and dispatch centers as developed in conjunction with CCEMS.

G. County's Safely Surrendered Baby Program.

1. District will train personnel on the roles and responsibilities of the Contra Costa County Safely Surrendered Baby Program.
2. District Fire Stations designated as Safely Surrendered Sites will have appropriate signage and have a reliable process to store and replace newborn safely surrender kits.

H. EMS System Training.

1. District training on the County EMS Multi-Casualty Incident (MCI) Plan shall be conducted during training academies and provide semi-annually review and training for personnel, including dispatch personnel.
 - a. Training will cover a basic orientation to the MCI Plan, notifications levels, communications, roles and responsibilities and patient triage and distribution.
 - b. Functional and field exercises supporting interagency training are recommended.
 - c. District will work with CCEMS to continuously evaluate and improve MCI Plan training and performance.
2. District will submit an annual report on training of personnel including:
 - a. Number and percentage of personnel trained on MCI Plan; and
 - b. Number and percentage of personnel trained on required EMS Update Training.
3. District will:
 - a. Submit an annual report of MCI activations when requested by CCEMS that will include at a minimum:
 - i. The number of MCI activations at each tier (Pre-alert, Tier 1, Tier 2, and Tier 3).
 - ii. Any instances where a MCI declaration was warranted per county MCI Plan, but not declared and all associated after action material.
 - b. Facilitate and include CCEMS in after-action review for any MCI activations at Tier 2 or Tier 3 and/or any incident(s) that meets County MCI Plan Tier 2 or Tier 3 criteria.

IV. Vehicles and Equipment.

A. Vehicle Marking.

1. Ambulance vehicles used in providing Agreement services shall bear the markings "Contra Costa County Emergency Medical Services" in at least two (2) inch letter on both sides. Such vehicles shall display the "911" emergency telephone number and state the level of service, "Paramedic Unit", on both sides.

2. Ambulance vehicles shall be marked to identify the District name but shall not display any telephone number other than 911 or any other advertisement.

B. Vehicle Maintenance. District will maintain its vehicles in good working order, consistent with manufacturer's specifications and maintain detailed records as to work performed, repair costs, and operating and repair costs analyses where appropriate. District will undertake all repairs and maintenance so as to achieve at least the industry norms in vehicle performance and reliability.

C. Equipment.

1. District's ambulances will carry all emergency supplies and equipment identified in the County EMS Equipment list posted online and on file at the CCEMS office. CCEMS equipment requirements may be changed with the approval of CCEMS. District shall not rely on receiving hospitals for replenishment of expendable equipment and supplies, including controlled substances, unless expressly agreed to in writing by receiving hospitals and in compliance with the federal Protecting Patient Access to Emergency Medications Act of 2017 (Public Law 115-83), and its implementing regulations.

D. Failure To Meet Minimum Ambulance In-Service Equipment Supply Requirements.

1. County may inspect District's ambulances at any time, without prior notice. Any ambulances that fail to meet the minimum in-service requirements contained in the County Ambulance Equipment and Supply list as determined by County shall be immediately removed from service until the deficiency is corrected.
2. The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life-threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. County may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and District shall comply with these protocols.

V. Communications Equipment and Dispatch.

A. Dispatch Center.

1. District 911 calls for service and EMS resources shall be dispatched through a CCEMS approved EMD provider at all times and without gaps in service. Currently CCRFCC provides CCEMS approved EMD and dispatch service for MOFD.
2. District will maintain in good working order all equipment and software (fixed, mobile, linkages) necessary to receive requests for Emergency Ambulance Services from CCRFCC.
3. MOFD EMD and dispatch provider shall be capable of dispatching all ambulance units used in providing services pursuant to this Agreement.
4. MOFD EMD and dispatch provider shall be capable of initiating, receiving, and replying to requests for emergency services by data linkage as specified in the current version of County Message Transmission Network Standard on file at the CCEMS office, and by voice.

B. Dispatcher Preparedness. MOFD dispatch provider EMS dispatchers shall be EMD-certified in a CCEMS-approved EMD program, adequately trained, and prepared to process emergency medical requests for service. All dispatchers shall be given a District orientation as well as a thorough orientation of the County EMS system before being assigned to operate as part of District's ambulance dispatch system.

C. Ambulance Communications Equipment.

1. District is responsible for the communications equipment on ambulances and supervisory units used in the performance of services under this Agreement.
2. District agrees to equip its ambulances with appropriate communications equipment, including onboard and portable radios capable of connecting with the East Bay Regional Communication System (EBRCS), and with cellular telephones for ambulance-to-base hospital communications.

VI. Disaster, Multicasualty, Mutual Aid Response, and Standby.

A. Multicasualty/Disaster Response.

1. In the event of a multicasualty incident, medical and health disaster, or "state of war emergency," "state of emergency," or "local emergency" as defined by Government Code section 8558, District shall perform in accordance with applicable County emergency plans and shall use best efforts to maintain primary emergency services.
 - a. County may exempt District from response time and staffing standards during multicasualty or disaster periods.
 - b. At the scene of a multicasualty incident or disaster, District's personnel shall perform in accordance with the Incident Command System (ICS) and the County Multicasualty Plan.
2. District may render emergency assistance in multicasualty incidents or disaster situations to any location as requested by a PSAP, CCEMS, or Contra Costa County Medical Health Operational Area Coordinator (MHOAC).

B. Disaster/Multicasualty Training. District shall, to the best of its ability, participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

C. Medical Mutual Aid.

1. District shall provide immediate notice to CCEMS of any District response in a medical mutual aid capacity to other service areas within and outside of County.
2. County acknowledges and agrees that neither it nor CCEMS have any authority to mandate or prevent District's provision of mutual aid; however, if the District deploys medical mutual aid without the prior consent of CCEMS or the MHOAC, and the District is unable to

maintain response compliance standards, CCEMS will not approve any compliance exceptions.

3. Nothing in this Agreement shall be construed to limit, abridge, or enlarge District's authorities, rights, or obligations under the California Emergency Services Act (Govt. Code § 8550 et seq.), the California Fire Service and Rescue Emergency Mutual Aid Plan, the California Fire Assistance Agreement, the California Disaster and Civil Defense Master Mutual Aid Agreement, Health and Safety Code sections 1797.150-1797.153, and the State of California Emergency Plan.

VII. Public Education and Information. District agrees to sponsor and/or participate in classes to educate the general public regarding EMS, including with existing community groups, service organizations, and Chambers of Commerce to support local community efforts for educating the public regarding cardiopulmonary resuscitation, emergency response, care, and transportation, including where citizen training can be obtained.

VIII. Data, Reporting, Audits, and Inspections Data and Reporting.

- A. Data and Reporting Requirements. District shall provide CCEMS detailed operations, clinical and administrative data, in a manner that facilitates its retrospective analysis.
- B. Dispatch Computer. The dispatch computer utilized by District shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.
- C. Records. District shall complete, maintain, and provide to County if requested, adequate records and documentation to demonstrate its performance compliance and to aid County in improving, modifying, and monitoring the EMS system as a whole.
- D. Electronic PCR System. District's EMS personnel shall use a computerized patient care reporting (PCR) system for patient documentation on EMS system responses including patient contacts, cancelled calls, and non-transports. The PCR shall be accurately completed to include all information required by California Code of Regulations, Title 22, Division 9, Chapter 3.3, section 100097.01(e); and CCEMS Policy 6001, Documentation of the Electronic Health Record. The PCR shall be distributed according to Policy 6001; CCEMS Policy 6004, Transmission of Cardiac Monitor Data; and CCEMS Policy 6005, EMS Data Collection and Reporting. CCEMS policies are subject to update and change in name and numbering convention. Any changes to these CCEMS policies do not invalidate this section.
 1. District's PCR system shall include the following characteristics at a minimum:
 - a. Features to maximize accuracy of PCR documentation;
 - b. Ability to auto-populate fields;
 - c. Ability to print legible PCRs at receiving facilities in accordance with EMS policy;
 - d. Ability to support real time reporting and immediate access to PCRs;

- e. Uses a highly secure and encrypted connection that meets HIPAA compliance in all electronic information exchanges;
 - f. Ability to download EKG strips from cardiac monitors and transmit data;
 - g. Ability to import data from electronic monitoring equipment;
 - h. Ability to use the system as a communication conduit in the field;
 - i. Ability to map data points to the National Highway and Traffic Safety Administration data set (NEMSIS) and the California Emergency Medical Services Authority data set (CEMSIS) for compliance with federal and state recommendations, for clinical and demographic reporting, and for data comparison with other EMS systems;
 - j. Easily queried to produce ad hoc reports specific to clinical classifications; and
 - k. Compiles clinical data into a data warehouse that facilitates research and study of patient care encounters.
2. District shall provide other data points which may be reasonably requested by County, including any needed modifications to support EMS system data collection.

E. PCR Data Submission Required.

1. Within twenty-four (24) hours after each ambulance response, District shall provide County with its PCR in computer readable format approved by County.
 - a. PCRs provided to County shall contain all information documented on District's original PCR and shall be submitted for all EMS system responses including patient contacts, cancelled calls, and non-transport; and data points collected must include all items identified by County.
 - b. District will generate and submit quarterly compliance reports for a term not exceeding two years from the Effective Date of this Agreement. Subsequent compliance reports will be generated and submitted to CCEMS monthly by the District.
 2. District shall identify PCRs for patients that meet trauma triage criteria.
 3. Personnel providing primary patient care are responsible for completing an PCR. County acknowledges and agrees that special circumstances or emergencies may temporarily interrupt District EMS personnel's ability to timely submit PCRs within the timeframes established by this Agreement or CCEMS policies, procedures, or protocols.
- F. Response Time Statistical Data Report. Within ten (10) working days following the last day of each month, District shall provide ambulance dispatch records to County in computer readable format specified by CCEMS for all ambulance responses originating from requests by County's designated public safety dispatch center(s), if any. These records shall include the data elements identified in **Exhibit B**, which is attached hereto and incorporated herein by this reference.

G. Other Reports. District will provide to County other mutually agreed upon relevant reports and records.

IX. Personnel Discipline and Investigations. District and CCEMS shall comply with all applicable laws, including but not limited to, the EMS Act; California Code of Regulations, Title 22, Division 9, Chapters 4.1 and 4.2; and the Firefighters Procedural Bill of Rights Act (Govt. Code §§ 3250-3262), when undertaking any disciplinary or investigatory actions involving District personnel. District shall make all statutory and regulatory mandated notifications to CCEMS.

X. General Provisions.

A. 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 Agreement, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

B. Inspection. Contractor's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

C. 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 Agreement as may be required by the County.

1. Retention of Records. District shall retain all documents pertaining to this Agreement for five (5) years from the end of the last year in which this Agreement was in effect; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, District shall make these records available to authorized representatives of the County, the State of California, and the United States Government.
2. 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 Agreement, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Agreement 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 Agreement 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 Agreement and is binding on the heirs, successors, assigns and representatives of Contractor.

- D. 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 Agreement, a separate section listing the numbers and dollar amounts of all Agreements and subcontracts relating to the preparation of each such document or written report. This section applies only if the payment limit of this Agreement exceeds \$5,000.
- E. Term and Termination.
1. Term. The effective date of this Agreement is July 1, 2025, and it terminates on June 30, 2028, unless sooner terminated as provided herein.
 2. Mutual Consent. This Agreement may be terminated immediately by written mutual consent.
 3. Termination for Cause.
 - a. Event of Default. If a party to this Agreement believes the other party has failed to perform or observe any material term, covenant or provision of this Agreement (any such event, a "Default"), the non-Defaulting party shall deliver a written notice to cure such Default to the Defaulting party ("Notice to Cure"). Within thirty (30) days following the date of the mailing of the Notice to Cure, the Defaulting party shall cure the Default or, if the Default is not reasonably capable of cure within thirty (30) days, the Defaulting party will be allowed to cure such Default if it provides the non-Defaulting party with a good faith plan to cure such Default, but only for so long as it diligently pursues cure of such Default and provides evidence thereof to the non-Defaulting party. If the Defaulting party fails to cure such Default within thirty (30) days of the date the Notice to Cure is mailed or fails to provide a good faith plan to cure a Default incapable of cure within thirty (30) days, or fails to diligently pursue a cure of such Default incapable of cure within thirty (30) days (an "Event of Default"), then, in addition to any other rights available to the non-Defaulting party under law or equity, the non-Defaulting party may terminate this Agreement as provided in Section X.E.3.b, below.
 - b. Event of Default. If a party has committed an Event of Default, the non-Defaulting party may, upon written notice to the Defaulting party, terminate this Agreement.
- F. Entire Agreement. This Agreement 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 Agreement will be deemed to exist or to bind any of the parties hereto.
- G. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Agreement, 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 Agreement 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 Agreement.

H. Modifications and Amendments.

1. General Amendments. This Agreement 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.
2. Minor Amendments. The Agreement may be amended by a written administrative amendment executed by Contractor and the Health Services Director (or designee), subject to any required state or federal approval, provided that such administrative amendment may not reduce the services Contractor is obligated to provide pursuant to this Agreement.

I. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Agreement shall be subject to final written determination by the Health Services Director, or designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

J. Choice of Law and Personal Jurisdiction.

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

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

L. No Waiver by County. Subject to Section X.I of this Agreement, 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 Agreement, 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 Agreement 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 Agreement.

M. Subcontract and Assignment. This Agreement 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 Agreement, or before the Contractor may assign this Agreement or monies due or to become due, by operation of law or otherwise.

- N. 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 Agreement 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 Agreement 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 Agreement, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
- O. 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 Agreement, 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 Agreement 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 Agreement; 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 Agreement, 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 Agreement.
- P. 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 Agreement, 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.
- Q. Nondiscriminatory Services. Contractor agrees that all goods and services under this Agreement 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.
- R. Indemnification.
1. District shall defend, save and hold harmless and indemnify the County and its officers, agents and employees from the District's share of all liabilities and claims for damages for

death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of District hereunder, resulting from the conduct, negligent or otherwise, of District, its agents or employees. In addition, District shall defend, save and hold harmless and indemnify the County and its officers, agents and employees from all liabilities, claims, penalties, fines, and damages in any claim, action, or proceeding against County and its officers, agents and employees to attack, set aside, void or annul this Agreement, or any provision of the County’s local EMS plan related to this Agreement or ERA III, including but not limited to any claim, action or proceeding alleging that the Agreement, or any provision of the County’s local EMS plan related to this Agreement or ERA III, was made, entered into, or established in violation of any federal, state, or local law, ordinance, or regulation.

2. Except to the extent section R.1 provides otherwise, the County shall defend, save and hold harmless and indemnify District and its officers, agents and employees from the County’s share of all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the County under this agreement, resulting from the conduct, negligent or otherwise, of the County or its employees.
3. The provisions of this Section R shall survive the termination or expiration of this Agreement.

S. Insurance. During the entire term of this Agreement and any extension or modification thereof, Contractor shall maintain (1) workers’ compensation or self-insurance coverage, covering its personnel while they are performing services under this Agreement, and (2) liability insurance or self-insurance coverage, covering the general liability of the Contractor in amounts appropriate for the services it provides and satisfactory to County. Contractor will provide County with satisfactory evidence of the coverages required by subsections (1) and (2).

T. Notices. All notices provided for by this Agreement must be in writing and may be delivered by hand or by deposit in the United States mail, postage prepaid. The effective date of notice is the date of deposit in the mails or the date of delivery by hand. Notices shall be sent to the following persons and addresses:

County:

Contra Costa County
 Contra Costa EMS Agency
 Attention: Marshall Bennett, EMS Director
 777 Arnold Drive, Suite 110
 Martinez, CA 94553

District:

Moraga Orinda Fire District
 Attention: Dave Winnacker, Fire Chief
 1280 Moraga Way
 Moraga, CA 94556

U. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County under a new Agreement following expiration or termination of this Agreement, and

Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

- V. Possessory Interest. If this Agreement 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 Agreement 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.
- W. No Third-Party Beneficiaries. Nothing in this Agreement may be construed to create, and the parties do not intend to create, any rights in third parties.
- X. 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 Agreement 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 Agreement 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.
- Y. 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.
- Z. Required Audit.

1. 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.
2. 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.
3. 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.

With respect to the audits specified in subsections (1), (2) and (3) 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 Agreement amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

- AA. Authorization. Contractor, or the representative(s) signing this Agreement on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Agreement and to perform the obligations set forth herein.
- BB. No Implied Waiver. The waiver by County of any breach of any term or provision of this Agreement 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.

COUNTY

DISTRICT

By: Signed by:
Marshall Bennett
693E58F69D714CC...
 Marshall Bennett, EMS Director

By: Signed by:
Jeff Isaacs
A3298816A7DA4CF...
 Jeff Isaacs, Fire Chief