

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ALACRITAS INCORPORATED**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and Alacritas
Incorporated, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Body Removal and Transportation Services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS, \$180,000.



4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2009 through March 31, 2012.

This Agreement may be terminated by, the County or his/her designee at any time without a requirement of good cause. upon thirty (30) days' written notice to Contractor. This Agreement may be terminated by, the Contractor or his/her designee at any time without a requirement of good cause. upon ninety (90) days' written notice to County.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

The Coroner or the Coroner's designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without first notifying the County in writing describing the anticipated change. Any such assignment or subcontract without the County's prior written acknowledgement of receipt of such information shall give the County the right to automatically and immediately terminate this agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records regarding services performed under this agreement for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with this Agreement, relevant Federal, State, and local statutes, rules and regulations, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Coroner
Robert J. Foucrault
50 Tower Road
San Mateo, CA 94402

In the case of Contractor, to:

Alacritas Incorporated
David Friedel, President
Post Office Box 792
Orinda, CA 94563

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

David Friedel, President
Alacritas Incorporated



Contractor's Signature

Date: 2/16/09

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

SERVICE SPECIFICATIONS

- A. Contractor will provide removal and transportation of the deceased for the San Mateo County Coroner's Office. Contractor will transport deceased from any location designated by the County to the Coroner's holding facility or any other designated location as directed by the Coroner or his delegate. The performance of such removals shall be handled in a professional manner with due consideration given towards the family and friends of the deceased present at the time of the removal. Contractor's personnel shall not divulge any confidential information about cases.
- B. It is understood that the County Coroner's Office shall, at their sole discretion, specify when the deceased shall be picked up and removed and may dispatch Contractor for the purpose of performing such services either by telephone or by radio through the dispatching service of the San Mateo County Communications Center.
- C. Contractor's personnel shall, while making removals, act at all times in accordance with instructions given by the Coroner or his deputy.
- D. Contractor's personnel shall not under any circumstances search the body of the decedent for the purpose of locating identification or property, or for any other purpose whatsoever.
- E. All remains, under normal circumstances, shall be loaded, transported and delivered face-up, arms at sides if possible.
- F. All remains shall be properly tagged by the Deputy Coroner on scene with the name of the deceased before removal from the location of death.
- G. A Deputy Coroner shall be available to assist in the loading of the removal vehicle at the scene if needed.
- H. If the deceased is suspected of having been exposed to or infected with a contagious disease, the remains shall be transported in a body bag and be labeled accordingly.
- I. Upon arrival at the morgue, remains shall be placed on a table, if so directed by the Coroner, his Deputy or Pathology Assistant. Otherwise, the remains will be secured in the refrigerated unit as directed.
- J. The Contractor will not make a concurrent removal or call for any other person, mortuary or cemetery.

EQUIPMENT MAINTAINED BY CONTRACTOR/VENDOR

The Contractor shall provide and maintain a minimum of two (2) removal vehicles in good operative order. Each vehicle shall be neat in appearance. Windows in the rear of the vehicle shall be covered or tinted as permitted by law. While making a Coroner's Office removal, the Contractor's removal vehicles may be equipped with a placard in the dash board of the removal vehicle identifying the vehicle as the removal unit for San Mateo County Coroner's Office.

Each removal vehicle shall be equipped with at least two (2) gurneys and one (1) stretcher and such accessories necessary to make each removal in a professional manner. Each vehicle shall also be equipped with at least one (1) fire extinguisher, two (2) red flares and such other equipment as may be prescribed by the Coroner. All removal vehicles and equipment must be approved and accepted by the Coroner or authorized representative before being placed into service.

Contractor shall operate and maintain each removal vehicle in a manner which will not endanger life or property, in accordance with all applicable laws of the State of California, County of San Mateo, and local jurisdictions.

Each removal vehicle shall be equipped with disaster gloves and smocks for use by the personnel of Contractor; provided, however, that County shall provide disaster bags as required in connection with the performance of removal services by Contractor hereunder. Each of Contractor's vehicles is equipped with such accessories as may be needed to professionally perform each removal and transportation (e.g., body bags, plastic sheeting, gloves, etc.). All equipment shall be maintained in a sanitary condition according to the standards for the control of exposure to blood-borne pathogens and as prescribed by the Director of Public Health and Welfare or his authorized agents.

AVAILABILITY OF EQUIPMENT AND PERSONNEL

The Contractor shall keep removal equipment and personnel available on a twenty-four (24) hour, seven (7) days per week, three hundred sixty five (365) days per year basis and shall immediately respond to each official request for the removal of a body. Contractor will respond to these calls within an average of 35-45 minutes in Zone 1 and 45-60 minutes in Zone 2, traffic and weather conditions permitting.

Contractor's personnel providing services under the contract shall satisfy the following requirements:

1. At least 21 years of age. This is Contractor's company policy for insurance purposes.
2. Neat, clean and professionally attired.
3. Of good moral character. Reasons for disqualification for lack of good moral character include, but are not limited to, the following: addiction to the use of narcotics or the excessive use of intoxicating liquors; conviction of a felony; engagement in immoral, infamous, or disgraceful conduct; making false statements of material fact or practicing fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.
4. Have a valid California Driver's License.
5. Physically capable of lifting and removing deceased persons irrespective of any adverse and/or difficult conditions.

COMMUNICATIONS

A. Removal staff is equipped with Nextel radios. Supervisory personnel are equipped with both cellular phones and Nextel radios.

B. Contractor shall inform the County Communications Center of the current availability status of all removal vehicles upon request of the on-duty County Deputy Coroner. In the event of emergency, mechanical breakdown, or when all available equipment is in use, the Contractor shall immediately advise the person requesting service and/or the County Communications Center that he/she cannot respond.

Answering Service: Contractor shall utilize its answering service, 24-hours a day, 7 days a week. Coroner can reach Contractor at (866) 300-1492 or (925) 819-0443.

C. If the Contractor is unable to make an ordered removal within the above stated times or there is unreasonable delay, the Coroner or authorized representative may order the removal by other means. Nothing in this Agreement prevents the Coroner from arranging for removal by parties other than the Contractor.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Pick-up and delivery of remains are divided into two "zones", as illustrated by the attached map.

<u># of Calls Per Contract Period</u>	<u>Institution (1 Attendant)</u> <u>ALL Zones</u>	<u>ZONE 1 (2 Attendants)</u>	<u>ZONE 2 (2 Attendants)</u>
First 800	\$120.00	\$175.00	\$200.00
801 thru 1,000	\$115.00	\$160.00	\$185.00
1,000 plus	\$108.00	\$150.00	\$175.00

STAND BY CHARGE

\$60.00 per hour, in increments of 15 minutes, begins 30 thirty minutes after arrival on scene.

2ND BODY, SAME SCENE, SAME REMOVAL VEHICLE

\$40.00

EXTRA ATTENDANTS

Cases requiring more than 2 attendants: \$25.00 per each additional attendant.

In no event shall the total payment for Contractor under Agreement exceed the maximum contract obligation of \$180,000 for the term of this agreement

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors,

below transferees, and assignees, and the person or persons whose signatures appear are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

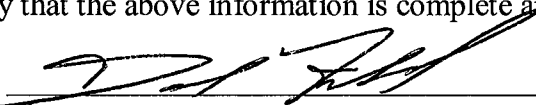
Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.



Signature

President

Title of Authorized Official

2/18/09

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."