

**CENTRAL MARIN FIRE AUTHORITY PROFESSIONAL
CONSULTING AGREEMENT FOR CQI SERVICES**

This **PROFESSIONAL CONSULTING AGREEMENT FOR CQI SERVICES** ("Agreement") is made and entered into this 10th day of November 2022, by and between the **CENTRAL MARIN FIRE AUTHORITY**, a joint powers local public entity (hereinafter "Authority") and **HEATHER PRICE-FAIR, R.N.** a Sole Proprietorship (hereinafter "Contractor").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1. SCOPE OF WORK

Contractor shall provide the Authority with the services described in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full. The services required of Contractor under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "CQI Services."

SECTION 2. RESPONSIBLE INDIVIDUAL

The individual directly responsible for and personally performing the duties of Contractor is Heather Price-Fair, R.N. Contractor represents and warrants that the execution of this Agreement has been approved by Contractor, and that the person executing this Agreement on behalf of Contractor has the full authority to do so.

SECTION 3. WORK SCHEDULE

Contractor shall be available to work as many hours as required to complete the CQI Services immediately upon receipt of the signed Agreement from the Authority, and shall complete all tasks in a timely manner as specified. Contractor shall not be held responsible for delays caused beyond her reasonable control.

SECTION 4. COMPENSATION

In consideration of the performance of the CQI Services described in Section 1, Contractor shall be compensated at the monthly rate and in the manner set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Contractor shall not charge the Authority for any administrative expenses or overhead, except those expressly specified in Exhibit B attached hereto. Contractor acknowledges and agrees that the compensation to be paid Contractor under this Section 4 represents the full amount due and owing Contractor in connection with performance of the CQI Services.

SECTION 5. AMENDMENTS

In the event the Authority desires to retain Contractor for the performance of additional services, or wishes to delete any services in connection with this Agreement, such changes and adjustments to compensation due Consultant shall be made only by written and signed amendment to this Agreement.

SECTION 6. INDEPENDENT CONTRACTOR

Contractor at all times hereunder shall act as an independent contractor and shall not be an employee, officer, agent, partner, or joint venture of the Authority by virtue of this Agreement. Contractor shall not earn or be entitled to benefits of any kind or nature normally provided employees of the Authority and/or to which Authority's employees are usually entitled, including but not limited to State unemployment compensation or workers' compensation benefits. Nothing in this Agreement shall be construed to mean that the Authority retains any control over the manner and means of how the Contractor performs her duties and responsibilities. It is understood that no deductions will be made from payments to Contractor on account of withholding for income tax, social security, health insurance, retirement, or any other benefits applicable to employees of the Authority. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes.

SECTION 7. AUTHORITY EQUIPMENT

No personal use by contractor of Authority equipment, supplies or services is allowed. Contractor shall have no power to bind or commit the Authority to any decision or course of action, and shall not represent to any person or business that she has such power.

SECTION 8. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall indemnify, defend and save the Authority, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liabilities, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Contractor, or on account of the performance of the CQI Services or otherwise related to his performance of this Agreement to the extent that any such liabilities, claims, suits, actions, damages and/or causes of action arise out of the intentional, negligent or willful misconduct of Contractor.

SECTION 9. INSURANCE

Commercial Automobile Liability Insurance

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business/commercial liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.

Professional Liability Insurance

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Workers' Compensation Insurance

Contractor in the event she employs any other persons shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees, and volunteers.

SECTION 10. NONDISCRIMINATION

There shall be no discrimination against any person by Contractor while performing the CQI Services, because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. AUTHORITY PERSONNEL CONFLICT OF INTEREST

No officer, member or employee of the Authority, and no member of the governing body of the Authority, who exercises any functions or responsibilities in the review, approval or undertaking of this Agreement or the services performed thereunder, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; nor shall any such officer, member or employee of the Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 12. CONTRACTOR CONFLICT OF INTEREST

Contractor covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of her services hereunder. Contractor further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

SECTION 13. ASSIGNMENT

Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the Authority.

SECTION 14. OWNERSHIP OF DOCUMENTS

Contractor agrees that all documents produced in the performance of this Agreement shall be the sole property of the Authority, including all rights therein of whatever kind and whether arising from common or civil law or equity. The services performed hereunder shall be used solely for the purposes for which they were originally intended.

SECTION 15. TERMINATION

The Authority may terminate this Agreement at any time without reason stated or required by giving to Contractor written notice of the same and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. If the Agreement is terminated by the Authority as provided herein, Contractor shall be paid for all hours expended under the terms of this Agreement, less any charges against Contractor as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination Contractor shall immediately cease to undertake any tasks under the Agreement not yet underway, and shall limit her further activities up to the effective date of termination to those tasks necessary to wind up work then underway.

SECTION 16. DISPUTE RESOLUTION

Should any disagreement or dispute between the Authority and Contractor arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, the parties shall submit such dispute to mandatory mediation before an agreed-upon mediator, each party to pay an equal share of the mediation fees and each party to pay its own attorneys' fees and legal costs. Should the Authority and Contractor be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Should mediation be unsuccessful, then the Authority and Contractor each agree that they shall submit their dispute to binding arbitration before a mutually-agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. The Authority and Contractor each shall pay an equal portion of the

arbitration fees and each party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing party. The Authority and Contractor each hereby expressly waives any and all rights to have disputes under this Agreement decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, either or both parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process specified above. It is the express intent of both the Authority and Contractor to have any and all disputes under this Agreement resolved by the above-specified mediation/arbitration process and in as timely and economical manner as possible.

SECTION 17. NOTICES

All notices, written communications and invoices under this Agreement shall be addressed as follows:

If to Authority:

Ruben Martin, Fire Chief
Central Marin Fire Authority
342 Tamalpais Drive
Corte Madera, CA 94925

If to Contractor:

Heather Price-Fair, R.N.
68 Canyon Road
Fairfax, CA 94930

In witness Whereof, the Authority and Contractor have executed this Agreement, as of the date first written above.

Central Marin Fire Authority

By: 

Dan Schwarz,
Executive Manager

Contractor

By: 

Heather Price-Fair, R.N.

Approved as to Form:

By: 

Thomas Bertrand
Authority Legal Counsel

EXHIBIT A
SCOPE OF CQI SERVICES

I. GENERAL

As the coordinator of the Continuous Quality Improvement (CQI) Program for the Central Marin Fire Authority, the Contractor shall be responsible for the overall management of the CQI Program. This includes the development of metrics to improve system performance, and the identification of system issues that warrant education and training.

Under the direction of the Emergency Medical Services Officer, and working in concert with the Medical Director and EMS Educator, the Contractor shall perform a wide range of duties related to continuous quality improvement for Authority, which may include but is not limited to:

- a. Review and update agency CQI Plans no less than annually.
- b. Identification of EMS individual and system deficiencies.
- c. Development of strategies and techniques to resolve individual and system deficiencies.
- d. Assistance with the development of Performance Improvement Plans.
- e. Perform the requirements and responsibilities of Public Safety and EMT AED Coordinator as defined in the Marin County Emergency Medical Services system policies.
- f. Evaluate operational policies and procedures to determine if they are in alignment with current standard of care.
- g. Facilitation of Peer Review sessions related to EMS incidents.
- h. Monitor and correct clinical variance.
- i. Development and utilization of retrospective review processes.
- j. Creation and delivery of periodic reports.
- k. Review of pre-hospital care reports, including 12-lead EKGs.
- l. Propose medical equipment enhancements.
- m. Advise staff in all matters related to the design and management of CQI programs at the local, regional, and state level.
- n. Consult and interact with fire personnel on matters related to CQI.
- o. Provide input to Authority supervisors in the development of personnel evaluations.
- p. Meet routinely with the medical community to ensure that the practices of the Authority and its personnel are satisfactorily meeting their needs relative to treatment and operational policies.

II. MANNER SERVICES ARE PERFORMED

As an independent contractor, Contractor shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. Authority shall not control the manner of performance.

III. FACILITIES FURNISHED BY AUTHORITY

None.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

Authority shall pay Contractor as follows:

- (1) **BASE CONTRACT FEE.** Authority shall pay Contractor a contract fee of \$2,500 per month beginning November 30th, 2022; \$2,575 per month beginning July 01, 2023; and \$2,653 beginning July 01, 2024 of this three-year Agreement for services outlined in Exhibit "A".
 - a. Contractor shall submit a monthly invoice, upon completion of the month being invoiced, equal to the fee for services contract divided into monthly installments;
 - b. Authority will process payments immediately upon receipt of each monthly invoice; and
 - c. Payment of invoice in the Authority's financial system will be approved by Authority immediately upon receipt of invoice and not delayed based on a net 30-day processing period.
- (2) **MILEAGE.** Authority shall not pay Contractor for travel by private, leased or hired vehicle required by this Agreement.
- (3) **TRAVEL COSTS.** Authority shall not pay Contractor for meals, lodging, or other travel costs not included in this Agreement. All costs above base contract fee capped at \$0.
- (4) **AUTHORIZATION REQUIRED.** Services performed by Contractor and not authorized in this Agreement shall not be paid for by Authority. Payment for additional services shall be made to Contractor by Authority if, and only if, this Agreement is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM AGREEMENT AMOUNT.** The maximum term of this Agreement is thirty-six (36) months, thus the maximum amount payable to Contractor under this Agreement for this period shall not exceed \$92,736.

Any changes to the monthly invoiced amount or maximum contract amount must be processed by a written, properly executed addendum to this Agreement.