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W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Public Health, has been designated as the Local EMS Agency of the County of Fresno pursuant to California Health and Safety Code Section 1797.200; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

## 2. OBLIGATIONS OF THE CONTRACTOR

1           A.       CONTRACTOR shall be responsible for furnishing services, equipment, and  
2 materials as hereinafter set forth, in order to provide emergency medical services to persons in need  
3 thereof within the incorporated boundaries of the City of Coalinga and that certain portion of the  
4 unincorporated area of Fresno County, which is all known as Ambulance Service Zone "C," all show on  
5 Exhibit A attached hereto and by this reference incorporated herein.

6                       Neither the fact that this Agreement is entered into nor anything contained in the  
7 Agreement shall be construed as an admission by either party hereto regarding CONTRACTOR's legal  
8 authority, if any, to plan, implement, and operate within or without its corporate boundaries a system of  
9 emergency medical services (including, but not limited to, ambulance services) independent of  
10 COUNTY's authorization or approval.

11           B.       CONTRACTOR shall maintain automatic vehicle locators in each authorized  
12 emergency ambulance unit and authorized disaster response unit.

13           C.       CONTRACTOR agrees to meet performance standards and requirements as  
14 further discussed in Section 6 of this Agreement.

15           D.       CONTRACTOR shall at all times meet the requirements set forth by the California  
16 Highway Patrol, the California Vehicle Code, the State Department of Health, the California Health and  
17 Safety Code, the California Code of Regulations, the COUNTY's Department of Public Health with  
18 respect to medical standards, and any other applicable statute or regulation with respect to the services,  
19 equipment, and materials, which are the subject matter of this Agreement. In the event of conflicting  
20 statutes or regulations, the statute or regulation setting forth the most stringent requirements shall be  
21 adhered to by CONTRACTOR. In the event of a conflict between the terms of this Agreement and any  
22 resolution or regulation of the COUNTY, the terms of this Agreement shall prevail.

23           E.       CONTRACTOR shall provide emergency medical services, on a non-exclusive  
24 basis, upon dispatch by COUNTY and upon direct call to CONTRACTOR's Fire Department to any  
25 location or incident within the territory of Fresno County Ambulance Service Zone Area "C" as described  
26 in Exhibit "A." In addition, upon request of the COUNTY EMS Communications Center, CONTRACTOR  
27 shall, to the extent consistent with its primary responsibility to provide emergency medical services in  
28 the area of Exhibit "A," render all reasonable prehospital "mutual aid" to those providers of emergency

1 medical services operating within the adjacent Service Zone Areas in order to ensure that timely  
2 emergency medical services are rendered to persons in need of such services within those areas.

3 F. CONTRACTOR shall furnish, operate, maintain and replace, as necessary, any  
4 and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified  
5 personnel as may be necessary to fulfill its obligations under this Agreement. As between the parties  
6 hereto, title to all such equipment, apparatus and supplies furnished by CONTRACTOR, under this  
7 Agreement shall remain at all times in CONTRACTOR, and personnel assigned by CONTRACTOR to  
8 the performance of this Agreement are and shall remain employees or contractors of the  
9 CONTRACTOR.

10 G. CONTRACTOR shall provide appropriate ambulance, paramedic, and medical  
11 equipment and personnel in order to furnish "Advanced Life Support" (ALS) and "Basic Life Support"  
12 (BLS) services to persons within the area defined in Exhibit "A" on a non-exclusive, on-call basis,  
13 twenty-four (24) hours per day, seven (7) days per week.

14 "Advanced Life Support" services shall mean special services designed to provide  
15 definitive emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac  
16 monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of  
17 specified drugs and other medical preparations, and other specified techniques and procedures  
18 administered by authorized personnel under direct supervision of a base station hospital or according to  
19 approved written protocols.

20 "Basic Life Support" services shall mean emergency first aid and cardiopulmonary  
21 resuscitation procedures which, as a minimum, includes recognizing respiratory and cardiac arrest and  
22 starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques  
23 until the patient may be transported or until advanced life support is available.

24 H. Response Areas and Performance Standards

25 1) Metropolitan Response Area

26 The Metropolitan Response Area is defined as that area within the corporate  
27 limits of the City of Coalinga plus an area within one (1) statutory mile of said corporate limits, which is  
28 described in Exhibit "B", attached hereto and incorporated herein by this reference.

1                   2)   Rural Response Area

2                   The Rural Response Area is defined as that area beyond the metropolitan response area  
3 limits, which is described in Exhibit "C", attached hereto and incorporated herein by this reference.

4                   3)   Wilderness Response Area

5                   For each calendar month, and for calls dispatched to locations within the area described  
6 in Exhibit "D", attached hereto and incorporated herein by this reference, and herein collectively called  
7 the Wilderness Response Area, CONTRACTOR shall have an emergency ambulance at scene within  
8 the appropriate response time requirements:

9                   4)   Response Time Performance Standards

10                  Response time standards for the abovementioned areas are defined in Exhibit "E",  
11 attached hereto and by this reference incorporated herein.

12                  5)   The required response times under this Agreement are measured from the time  
13 CONTRACTOR is alerted for a response to the time that CONTRACTOR arrives at scene in a fully staffed  
14 and equipped emergency ambulance unit. COUNTY provides CONTRACTOR with significant flexibility in  
15 CONTRACTOR's methods of providing said services in order to achieve minimum results required under  
16 this Agreement. This is based upon CONTRACTOR's commitment to perform to the response time  
17 standards required under this Agreement. Therefore, a deficiency or an error by CONTRACTOR in one or  
18 more phases of its operations (e.g., vehicle deployment plan and basing model, and vehicle maintenance)  
19 shall not be the basis for the EMS Agency granting an exception to CONTRACTOR for its performance in  
20 another phase of its operation (e.g., response time performance). Required response times shall be  
21 measured in minutes and seconds, and shall be time stamped by the EMS Agency's computer aided  
22 dispatch (CAD) system consistent with the requirements herein.

23                  COUNTY and the EMS Agency recognizes that dispatch operations are not a responsibility  
24 or under the control of CONTRACTOR. COUNTY and the EMS Agency acknowledge that  
25 CONTRACTOR is not to be held responsible for delays that may occur due to dispatching, and the  
26 CONTRACTOR acknowledges that the COUNTY EMS Communications Center requires adequate time to  
27 process each request (e.g., time from request received to the time of unit alert). COUNTY agrees to  
28 monitor the COUNTY EMS Communications Center to ensure that its dispatch performance remains

1 within the standards developed by COUNTY and the local EMS Agency.

2 The EMS Agency may grant exemptions from response time performance requirements  
3 stated herein, on case-by-case basis, for calls where weather conditions, multi-casualty incidents, or  
4 other situations beyond the CONTRACTOR's control cause unavoidable delay. All such calls shall be  
5 individually examined by the EMS Agency as to system status plan and staffing levels, dispatch and in-  
6 service times, and other influencing factors (e.g., weather conditions), and if the circumstances warrant,  
7 the EMS Agency may authorize the exclusion of such calls when measuring performance requirements.  
8 Exclusion of a call under this paragraph means that a late call which has received approval for an appeal  
9 will not count as an on-time response. Therefore, it is excluded from the database for the purpose of  
10 fractile performance calculation (*i.e.*, performance measured by fractions of a minute or hour).

11 In order to be eligible for such exemption, the CONTRACTOR shall notify the EMS Agency  
12 within a reasonable amount of time of the occurrence. Equipment failure, personnel error, or lack of a  
13 nearby ambulance does not constitute grounds for exemption from response time performance  
14 requirements.

15 a.) Failure to Report "At Scene"

16 In instances when emergency ambulance units fail to report "at scene," the time of the next  
17 communications by those units with the COUNTY EMS Communications Center shall be used as the "at  
18 scene" time. However, CONTRACTOR may appeal such instances when it can document the actual  
19 arrival time through another means (e.g., non-CONTRACTOR first responder communication recording  
20 and automatic vehicle locator).

21 i) "At Scene"

22 Shall be defined as the moment when the assigned emergency ambulance unit is physically at or within  
23 one hundred (100) feet of the scene. In instances where the emergency ambulance unit responds to a  
24 location other than the scene (e.g., staging area), arrival "at scene" shall be the time such unit arrives at,  
25 or is within one hundred (100) feet of, the designated staging location.

26 b) Unit Cancelled Prior to Arrival "At Scene"

27 Required response time standards do not apply to instances where CONTRACTOR is cancelled prior to  
28 arrival "at scene".

6) Performance Indicators for Alerting and Initiating Response

The following performance indicators shall be used to evaluate the timeliness of CONTRACTOR's field operations (from time of unit alert to time "at scene") in response to requests that require an immediate dispatch (Priorities 1 and 2) or an urgent dispatch (Priorities 3 and 4). Such performance indicators are not used as standards for enforcing CONTRACTOR's compliance with required response time standards under this Agreement. Rather, they are utilized as a means of determining whether CONTRACTOR meets the criteria for an exception to response time standards and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or CONTRACTOR of CONTRACTOR's services.

a) Crew Response Phase (Priorities 1, 2, 3 and 4)

For requests for immediate responses (Priorities 1 and 2) and urgent responses (Priorities 3 and 4), the "Chute Time" is the measurement of elapsed time from "unit alert" to the time that all crewmembers are in the ambulance unit, begin response, and report on radio to the COUNTY EMS Communications Center of "unit enroute." For CONTRACTOR's primary ambulance units, the maximum permissible Chute Time shall be one hundred twenty (120) seconds or less. This performance indicator is a performance measurement of CONTRACTOR's performance separate from any other performance standard in this Agreement.

i) "Unit Alert"

Shall be defined as the moment the COUNTY EMS Communications Center alerts CONTRACTOR's emergency ambulance unit for a response.

7) Ambulances shall be staffed and equipped at the appropriate response level for the response incident (Advanced Life Support or Basic Life Support). The Contractor may utilize its own discretion on resource management with regard to advanced life support (paramedic) ambulance units. The Contractor may operate a *single-tiered system* - utilizing advanced life support (paramedic) ambulance units for all responses or the Contractor may operate a *multi-tiered system* - staffing different types of units with different staffing levels in order to service the various types of responses. The Contractor has the operational flexibility to operate under either model in order to provide a cost-effective system. However, the Contractor's obligation to perform its minimum performance requirements under this

1 Agreement to the reasonable satisfaction of the County and the EMS Agency shall not be lessened if  
2 Contractor elects to operate a *multi-tiered system* - that is, the Contractor shall in any event be responsible  
3 to provide an appropriately staffed and equipped ambulance unit, as defined in the EMS Agency Policy  
4 and Procedures.

5 The EMS Agency requirement for minimum staffing of advanced life support  
6 (paramedic) units is one (1) currently California-licensed and locally-accredited paramedic and one (1)  
7 currently trained and locally certified EMT. The minimum staffing for a BLS unit is two (2) locally certified  
8 EMTs.

9 The utilization of BLS ambulances as a part of a *multi-tiered system*, and, in the  
10 case of incidents which require the response of an advanced life support (paramedic) ambulance unit, the  
11 Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support (paramedic)  
12 units, the following standards shall apply:

13 a) Rendezvous between BLS ambulance units and advanced life support  
14 (paramedic) units shall be initiated according to the standards described  
15 in EMS Policy #510; and

16 b) Such BLS ambulance personnel shall adhere to EMS Agency Policy  
17 and Procedures regarding treatment and the urgency of transport.  
18 Patient transport shall not be inappropriately delayed, contrary to EMS  
19 Agency Policy and Procedures, in order to wait for the arrival of a non-  
20 transport advanced life support (paramedic) unit in order to prevent the  
21 levy of liquidated damages regarding a BLS response.

22 c) BLS level ambulances for services under this Agreement shall be  
23 equipped and staffed at the BLS-defibrillation level.

24 8) CONTRACTOR shall make (and shall maintain for 180 days) a tape  
25 recorded copy of all requests for medical aid through the designated public safety answering point.

26 9) CONTRACTOR shall, consistent with COUNTY EMS Policies and  
27 Procedures, develop, collect, maintain and transmit data regarding its delivery of services hereunder.

28 10) CONTRACTOR shall notify the COUNTY EMS Communications Center

1 immediately upon receipt of calls for medical aid and/or transportation, and attempt to forward medical 911  
2 calls to the COUNTY EMS Communications Center to allow for telephone medical prearrival instructions.

3 11) CONTRACTOR shall make and maintain radio contact with the COUNTY  
4 EMS Communications Center on the COUNTY EMS Med-Net System for the purpose of tracking,  
5 coordinating, and data collection.

6 12) CONTRACTOR agrees to provide an internal quality improvement program,  
7 which adheres to the COUNTY EMS Policies and Procedures.

8 3. OBLIGATIONS OF THE COUNTY

9 A. COUNTY shall operate a central dispatching facility and shall immediately refer all  
10 calls for emergency medical care and ambulance services within the area set forth in Exhibit "A" to the  
11 Fire Department of the City of Coalinga in accordance with COUNTY EMS Policies and Procedures.

12 1) COUNTY will assist CONTRACTOR in developing, implementing, and  
13 maintaining an internal field supervision system to provide evaluation of CONTRACTOR's personnel  
14 providing service under this Agreement according to the standards established by the COUNTY EMS  
15 Policies and Procedures.

16 2) COUNTY will do periodic and annual inspections of CONTRACTOR's  
17 emergency ambulance services personnel certifications, records, vehicles, equipment, and facilities  
18 required by law and this Agreement.

19 B. Notwithstanding the foregoing provisions of Subsection 2.A. of this Agreement,  
20 COUNTY is not restricted by reason of this Agreement from entering into an agreement for services  
21 that are the same as or similar to these provided by CONTRACTOR pursuant to this Agreement with  
22 an entity other than CONTRACTOR for the provision of emergency medical services within the same  
23 geographic area as described in Exhibit "A". COUNTY shall notify CONTRACTOR of any proposal to  
24 enter into such an agreement with any other entity prior to award of such agreement.

25 C. The COUNTY shall provide the following for CONTRACTOR'S use during the  
26 term of this Agreement:

27 1) The use of COUNTY communications infrastructure for EMS Med  
28 Channels, as provided herein.



2) COUNTY shall allow for continued use of previously provided Portable (Handheld) Radios, Pagers, and In-Vehicle Radios, however, the maintenance and replacement of these radios previously provided by COUNTY shall be the responsibility of CONTRACTOR. Such communications equipment shall be returned to COUNTY by CONTRACTOR at the time of replacement.

4. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2019 through and including June 30, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Public Health or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

5. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were

not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

6. COMPENSATION/INVOICING:

A. COUNTY shall not be obligated to raise taxes, or to adopt or approve any tax measures to provide funds, in order to compensate CONTRACTOR in connection with this Agreement. The only compensation payable by COUNTY to CONTRACTOR for CONTRACTOR's performance of its services under this Agreement is as follows:

B. COUNTY shall provide both monetary and non-monetary compensation to CONTRACTOR for the satisfactory performance of its services as provided, herein.

1) Monetary Compensation

a. COUNTY shall pay to CONTRACTOR a monthly lump-payment of Two Thousand and No/100 Dollars (\$2,000.00) for uncollectible charges. The foregoing compensation represents the parties' best estimate of CONTRACTOR's monthly uncollected charges for services provided under this Agreement.

b. Due to reduction in ambulance services, CONTRACTOR is no longer the primary ambulance responder to Ambulance Zone C09 and C10, which includes the City of Huron. In the event that CONTRACTOR, during the term of this Agreement, increases its response capacity and is capable of resuming primary advanced life support ambulance response to all of Ambulance Zone C09 and C10 and is recognized by the EMS Agency as the primary ambulance responder, COUNTY shall pay to CONTRACTOR a monthly lump-payment of One Thousand Seven-Hundred Fifty and No/100 Dollars (\$1,750.00).which represents a portion of the cost necessary to provide advanced life support level services for the City of Huron..The total maximum monetary compensation payable under this Agreement, for the period of July 1, 2019 through June 30, 2024, shall not exceed Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00)

7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations

1 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that  
2 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all  
3 times be acting and performing as an independent contractor, and shall act in an independent capacity and  
4 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
5 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which  
6 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
7 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
8 terms and conditions thereof.

9 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
10 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

11 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
12 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
13 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
14 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
15 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
16 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
17 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

18 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the  
19 written consent of all the parties without, in any way, affecting the remainder.

20 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement  
21 nor their rights or duties under this Agreement without the prior written consent of the other party.

22 10. MUTUAL HOLD HARMLESS:

23 A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless  
24 COUNTY, its elective and appointive boards, officers, agents, employees, local EMS Agency, and EMS  
25 Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, and judgments  
26 of any nature, including attorney fees and court costs, for injury to, and death of, any person, and for  
27 injury to any property, including consequential damages of any nature resulting therefrom, arising out of,  
28

1 or in any way connected with any acts or omissions by, or on behalf of CONTRACTOR, its officers,  
2 employees, agents or contractors in performing or failing to perform any services or functions provided  
3 for or referred to or in any way connected with any work, services, or functions to be performed by  
4 CONTRACTOR, its officers, employees, agents, or contractors under this Agreement. The foregoing  
5 clause shall in no way obligate the CONTRACTOR to provide such protection, indemnification, or  
6 defense to the extent of acts or omissions by the COUNTY, its officers, employees, agents, or  
7 contractors.  
8

9           B. COUNTY agrees to protect, defend, indemnify and hold harmless  
10 CONTRACTOR, its elective and appointive boards, officers, agents and employees from any and all  
11 claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including attorney's  
12 fees and court costs, for injury to, and death of, any persons, and for injury to any property, including  
13 consequential damages of any nature resulting therefrom, arising out of, or in any way connected with  
14 the acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or contractors in  
15 performing or failing to perform any services or functions provided for or referred to or in any way  
16 connected with any work, services, or functions to be performed by COUNTY, its officers, employees,  
17 agents or contractors under this Agreement. The foregoing clause shall in no way obligate the  
18 COUNTY to provide such protection, indemnification, or defense to the extent of acts or omissions by  
19 the CONTRACTOR, its officers, employees, agents, or contractors. C. The aforesaid indemnity and hold  
20 harmless clauses by CONTRACTOR and COUNTY shall apply to all damages and claims for damages  
21 of every kind suffered, or alleged to have been suffered by the party to be indemnified, including but not  
22 limited to attorney fees and court costs, by reason of the aforesaid operations of the indemnifying party,  
23 regardless of whether or not the insurance policies or Central San Joaquin Valley Risk Management  
24 Authority (CSJVRMA) Program or self-insurance of the indemnifying party shall have been determined  
25 to be applicable to any such damages or claims for damages.  
26  
27  
28

1 C. COUNTY agrees to protect, defend, indemnify and hold harmless the  
2 CONTRACTOR, its officers, agents and employees, from claims brought by persons CONTRACTOR  
3 transports at the request of a peace officer or individual authorized by Welfare and Institutions Code  
4 Section 5150 to cause a person to be taken into custody, but only insofar as those claims are based on  
5 acts inherent in carrying out the detention of the person as requested by the peace officer or authorized  
6 individual. This indemnity shall not extend to claims for negligence in the provision of transportation or to  
7 any medical care provided during transport. This section shall in no way obligate the COUNTY to provide  
8 such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the  
9 CONTRACTOR, its officers, employees, agents, or contractors except as explicitly stated above.  
10

11 D. The aforesaid indemnity and hold harmless clauses by CONTRACTOR and  
12 COUNTY shall apply to all damages and claims for damages of every kind suffered, or alleged to have  
13 been suffered by the party to be indemnified, including but not limited to attorney fees and court costs,  
14 by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the  
15 insurance policies or Central San Joaquin Valley Risk Management Authority (CSJVRMA) Program or  
16 self-insurance of the indemnifying party shall have been determined to be applicable to any such  
17 damages or claims for damages.  
18

19 11. INSURANCE: Without limiting the COUNTY's right to obtain indemnification from  
20 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and  
21 effect, the following insurance policies or a program of self-insurance, including but not limited to, an  
22 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

23 A. Commercial General Liability  
24 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
25 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
26 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
27 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
28 liability or any other liability insurance deemed necessary because of the nature of this contract.

1                   B.     Automobile Liability

2                   Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
3 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
4 used in connection with this Agreement.

5                   C.     Professional Liability

6                   If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
7 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
8 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

9                   D.     Worker's Compensation

10                  A policy of Worker's Compensation insurance as may be required by the California Labor Code.

11                  E.     Molestation

12                  Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars  
13 (\$1,000,000.00) per occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall  
14 be issued on a per occurrence basis.

15                  Additional Requirements Relating to Insurance

16                  CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
17 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
18 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
19 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
20 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
21 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
22 a minimum of thirty (30) days advance written notice given to COUNTY.

23                  CONTRACTOR hereby waives its right to recover from COUNTY, its officers,  
24 agents, and employees any amounts paid by the policy of worker's compensation insurance  
25 required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to  
26 such policy that may be necessary to accomplish such waiver of subrogation, but  
27 CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not  
28 CONTRACTOR obtains such an endorsement.

1           Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
2 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
3 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box  
4 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage  
5 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
6 not be responsible for any premiums on the policies; that for such worker's compensation insurance  
7 the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and  
8 employees any amounts paid under the insurance policy and that waiver does not invalidate the  
9 insurance policy; that such Commercial General Liability insurance names the County of Fresno, its  
10 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the  
11 operations under this Agreement are concerned; that such coverage for additional insured shall apply as  
12 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents  
13 and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's  
14 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)  
15 days advance, written notice given to COUNTY.

16           In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
17 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
18 Agreement upon the occurrence of such event.

19           All policies shall be issued by admitted insurers licensed to do business in the State of California,  
20 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
21 FSC VII or better.

22           12.   AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business  
23 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination  
24 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR  
25 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
26 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

27           If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
28 the examination and audit of the Auditor General for a period of three (3) years after final payment under

contract (Government Code Section 8546.7).

13. CONFIDENTIALITY: All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including all Health Insurance Portability Accounting Act (HIPAA) regulations.

14. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal statutes and regulation.

15. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

COUNTY OF FRESNO  
Director, Public Health Department  
P.O. Box 11867  
Fresno, CA 93775

CONTRACTOR

CITY OF COALINGA  
City Manager  
155 West Durian  
Coalinga, CA 93210

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law,



1 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
2 beginning with section 810).

3 16. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall  
4 only be in Fresno County, California.

5 The rights and obligations of the parties and all interpretation and performance of this Agreement  
6 shall be governed in all respects by the laws of the State of California.

7 17. SEVERABILITY: The positions of this Agreement are severable. The invalidity or  
8 unenforceability of any one provision in the Agreement shall not affect the other provisions.

9 18. FORCE MAJEURE

10 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to carry  
11 out its obligations under this Agreement, that party shall give to the other party hereto prompt written notice  
12 of the Force Majeure with full particulars relating thereto. Thereupon, the obligation of the party giving the  
13 notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the  
14 continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance.

15 B. During any period in which either party hereto is excused from performance by reason  
16 of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good  
17 faith take all reasonable action required in order for it to be able to promptly commence or resume  
18 performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the  
19 party so excused from performance shall, during any such period of Force Majeure, take all reasonable  
20 action necessary to terminate any temporary restraining order or preliminary or permanent injunctions to  
21 enable it to so commence or resume performance of its obligations under this Agreement.

22 C. The party whose performance is excused due to the occurrence of an event of Force  
23 Majeure shall, during such period, keep the other party hereto notified of all such actions required in order  
24 for it to be able to commence or resume performance of its obligations under this Agreement.

25 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and other  
26 extraordinary causes not reasonably within the control of either of the parties hereto.

27 19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
28 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous

Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CONTRACTOR:**  
**CITY OF COALINGA**

**COUNTY OF FRESNO:**

By: Marissa Trejo, City Manager

Nathan Magsig, Chairperson of the Board of Supervisors of the County of Fresno

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: \_\_\_\_\_  
Deputy

Mailing Address  
155 West Durian  
Coalinga, CA 93210

FOR ACCOUNTING USE ONLY:  
ORG No.: 56201695

1 Account No.: 7295

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