

**EMERGENCY MEDICAL SERVICES AND AMBULANCE SERVICE PROVIDER
AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA
EMERGENCY MEDICAL SERVICES AGENCY
AND
UNITED PLUS LLC,
DBA UNITED AMBULANCE**

This Emergency Medical Services and Ambulance Service Provider Agreement (the "Agreement") is made by and between the County of Santa Clara ("County") and United Plus LLC, dba United Ambulance ("Provider") and (collectively, the "Parties," and each individually, a "Party"), with respect to the provision of emergency medical and ambulance services to support the needs of the County's Emergency Medical Services System ("EMS System"), patients, medical facilities, physicians, licensed healthcare providers, and insurance providers in Santa Clara County.

RECITALS

WHEREAS, pursuant to Health and Safety Code Sections 1797.204 and 1798, among others, the County is responsible for system coordination, medical oversight, and support of the delivery of Emergency Medical Services (EMS) by provider agencies such as those offered by Provider; and

WHEREAS, County is responsible for regulating Advanced Life Support (ALS); Critical Care Transport (CCT); and Basic Life Support (BLS) ambulance service and EMS service providers within Santa Clara County, and for authorizing the provision of ALS, CCT, and BLS ambulance response and transport within the County; and

WHEREAS, pursuant to the County of Santa Clara Ordinance Code Division A18, Chapter XVI (known as the Ambulance Ordinance) and associated ambulance permit regulations, County is responsible for (1) enacting policies and regulations which are necessary for the public health and safety regarding the dispatching and operation of ambulances; (2) enacting policies and regulations for permitting and regulating ambulances, including EMS aircraft, which operate within or from any point within Santa Clara County; (3) regulating ambulance personnel and protecting the public from the unsafe and unsanitary operation of ambulances; (4) authorizing adequate ambulance services in all areas of the county; and (5) allowing for the orderly and lawful operation of the EMS System pursuant to the provision of Division 2.5 of the Health and Safety Code.

WHEREAS, Health and Safety Code Section 1797.178 specifies that no person or organization shall provide ALS unless that person or organization is an authorized part of the emergency medical services system; and

WHEREAS, it is the desire and intention of the Parties to establish and define the roles and responsibilities of the EMS Agency and the Provider relative to the delivery of comprehensive emergency medical care within Santa Clara County.

WHEREAS, the County and Provider agree to cooperate with each other for the purpose of delivery, maintenance, and improvement of EMS and ambulance transport services within Santa Clara County and the areas served by the County of Santa Clara, in order to meet the needs of patients efficiently and appropriately; and

WHEREAS, this Agreement will serve as a written agreement as required under Health and Safety Code Section 1797.204 and 1797.218 between County and Provider, for the purpose of developing and maintaining the working relationship between the Parties; and

WHEREAS, this Agreement in accordance with the intentions of the Parties, will serve as a written agreement as required under Title 22, California Code of Regulations, Sections 100168(b)(4) and/or 100300(b)(4), between the County and the Provider, for the purpose of developing and maintaining the working relationship between the Parties; and

WHEREAS, the County, by this Agreement, allows Provider to provide interfacility ambulance transportation within the Santa Clara County Emergency Medical Services System; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: DEFINITIONS

- A. "Interfacility ambulance transportation" shall mean non-emergency medical care services that are (1) scheduled; (2) ordered in writing by a sending physician or prescribing health care practitioner; and (3) provided to a patient whom a receiving physician has agreed to accept prior to the start of transport.
- B. The definitions included in California Code of Regulations, Title 22, Division 9, and the California Health and Safety Code, Division 2.5 shall apply to this Agreement unless the Agreement indicates otherwise.

SECTION II: TERM

- A. Term of Agreement. This Agreement shall be effective as of 12:00 a.m. on July 20, 2020 and shall be in force and effect until 11:59 p.m. on June 30, 2024.

SECTION III: PROVIDER BREACH; TERMINATION

- A. Material Breach. A material breach of this Agreement shall include, but not be limited to, the following:
- (1) Failure of the Provider to operate in a manner which enables the County and/or the Provider to remain in compliance with federal, state, and local laws, rules, regulations, guidelines, and policies, including but not limited to requirements of the Santa Clara County Prehospital Care Manual and laws concerning confidentiality and disclosure of individuals' health information, narcotics control, and mandatory healthcare reporting.
 - (2) Falsification of information or data supplied by the Provider to the County's EMS Agency.
 - (3) Acceptance or payment by the Provider or Provider's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Provider or Provider's employees could be reasonably construed as a violation of federal, state or local law.
 - (4) Failure to meet the provisions identified in this Agreement.
 - (5) Repeated failure of Provider to provide one or more reports and/or data generated in the course of operations, including, but not limited to, dispatch data, patient report data, response time data or financial data, within the time periods specified in this Agreement.
 - (6) Failure of Provider to meet the EMS System's standard of care as established by the Medical Director, following reasonable notice and opportunity to address any such failure.
 - (7) Any failure of performance, clinical or other, required by this Agreement and which is determined by the EMS Agency to constitute a danger to public health and safety.
- B. Declaration of Material Breach and County's Remedies. If Provider materially breaches this Agreement, the County shall have all rights and remedies available at law or in equity under this Agreement, including but not limited to the right to terminate this Agreement.
- (1) In the event the County determines that Provider has materially breached this Agreement, the County shall provide notice of such breach to Provider. Provider shall have up to thirty (30) days from the date of the notice to either cure the breach or provide evidence that the breach does not exist. If County determines that Provider has failed to cure the breach or provide evidence that the breach does not exist within the thirty-day period, County may immediately terminate this

Agreement.

(2) In the event the County determines that Provider's material breach of this Agreement endangers public health and safety, the County may, in its discretion, decide not to allow Provider to have a cure period and may immediately terminate this Agreement.

C. Termination for Convenience. Either Party may terminate this Agreement at any time, by giving at least ninety (90) calendar days' prior written notice to the other Party. The Parties may also terminate this Agreement immediately by mutual agreement.

SECTION IV: REPRESENTATIONS AND WARRANTIES

A. Provider Representations and Warranties. Provider represents and warrants that it, its employees, contractors, subcontractors or agents (collectively, for purposes of this paragraph only, "Provider") have not been convicted of a criminal offense related to health care and are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Provider must within 30 calendar days advise the County if, during the term of this Agreement, Provider is convicted of a criminal offense related to health care or becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Provider will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, suspension, debarment, exclusion or ineligibility of the Provider.

SECTION V: SCOPE OF SERVICES

A. Authorization of Service. Provider, by this Agreement, is authorized to provide the following services:

(1) Basic Life Support Services for (a) interfacility ambulance transportation, (b) ambulance transportation needed immediately in the event of disaster, and (c) upon request by the EMS Agency, 911 calls for emergency ambulance transportation.

(2) Basic Life Support Services and Advanced Life Support Services provided as part of non-911 event standby services; provided, however, that (a) Provider

must immediately contact Santa Clara County Communications in the event that a patient requires transport or presents with an emergency condition and (b) Provider shall not transport such patient without the County's authorization.

Provider is not authorized to, and shall not, self-dispatch or respond to 911 system requests except when expressly authorized by the County.

B. Roles and Responsibilities of the EMS Agency. The County shall:

- (1) Perform EMS Agency responsibilities in a spirit of cooperation and collaboration with the Provider;
- (2) Establish and promulgate medical control policies and EMS System procedures consistent with Federal, State, and local laws, policies, and standards;
- (3) In accordance with Health and Safety Code Division 2.5, administer and coordinate the EMS System;
- (4) Engage in efforts at local, State, and federal levels related to the procurement of necessary funding for the purpose of maintaining the EMS System;
- (5) Provide access to standardized EMS System policies and/or protocols as contained in the Santa Clara County Prehospital Care Policy Manual;
- (6) In accordance with Title 22 and as approved by the EMS Agency, implement an EMS Quality Improvement Plan (EQIP) as a means of evaluating clinical EMS services provided;
- (7) Manage the hospital radio system or equivalent and provide access to the County Emergency Medical Services Communication System, provided that the provider shall be responsible for the cost of equipment used by the provider, including but not limited to programming, maintenance, and replacement of such equipment;
- (8) Assess compliance with policies and procedures of the EMS System by means of scheduled reviews, which may include site visits of Provider's program;
- (9) Assess the Providers EMS program by observing, on a first-hand basis, through field observations and/or attendance at the Provider offered training, exercises, orientation, or other programs;
- (10) Coordinate a comprehensive EMS data collection system, in consultation with various EMS System stakeholder committees and Provider, which includes required data elements, data analysis, report generation, and other details related to ensuring the quality of the EMS System;
- (11) In accordance with Health and Safety Code Section 1797.153, coordinate and authorize medical health mutual aid through the authority of the Medical Health Operational Area Coordinator (MHOAC);

- (12) The EMS Agency/County EMS Medical Director shall establish and provide medical control by means of the following:
 - (a) The EMS Agency/County EMS Medical Director shall develop and approve medical protocols specific to state scope of practice and other policies pertaining to base hospitals, paramedic and EMT personnel, EMS service providers, and the EMS Agency.
 - (b) Whenever possible, significant system-wide changes will be adopted on an annual basis to ensure there is sufficient time for advance planning and the training of all personnel. This may include clinical protocols and orders, master plans, etc.
 - (c) The EMS Agency/County EMS Medical Director shall consult with the Provider's Medical Advisor prior to developing written medical policies and procedures for the EMS System.

- (13) County shall provide or arrange for base hospital support for Provider's paramedics to the extent that County requires on-line medical control required by State Regulation. The cost of accessing this service is the responsibility of Provider.

C. Roles and Responsibilities of Provider. Provider shall:

- (1) Respond to requests for assistance during times of unexpected 911 emergency medical services surge and when administering authorized medical health mutual aid to other operational areas.
- (2) Perform responsibilities of Provider in a spirit of cooperation and collaboration with the EMS Agency and the provider(s) of advanced life support first response and emergency ambulance services in the County.
- (3) Implement and ensure adherence to the policies, guidelines and procedures of the EMS Agency as set forth in the Santa Clara County Prehospital Care Policy Manual and all other policies, procedures and guidelines related to emergency medical services providers.
- (4) Comply with all applicable local, state, and federal laws, regulations, policies, procedures, and guidelines with respect to the provision of emergency medical services in Santa Clara County, including but not limited to the provisions of Chapter 5 of Division 2.5 of the Health and Safety Code (commencing with Section 1798) and all EMS System policies and procedures enacted by County.
- (5) Comply with all training requirements established by federal, state, and local laws, rules, regulations, policies and procedures.
- (6) Maintain a recruitment, hiring and retention system that ensures a quality workforce of clinical care employees who are certified, licensed and/or

accredited throughout the term of this Agreement in accordance with the County's Prehospital Care Policy and Ordinance Code.

- (7) Maintain neat, clean, and professional appearance of all personnel, equipment, and facilities at all times.
- (8) Have a designated physician or equivalent licensed health care practitioner approved by the EMS Medical Director to address quality improvement EMS issues and needs. This position is not authorized to provide medical direction, but is to assist in clinical assurance and continuous quality management activities. If a non-physician is designated above, a physician shall be retained to authorize narcotic procurement and control as required by law.
- (9) Respond to routine County inquiries about service and/or complaints within five working days or, for matters of a critical nature, within sixty minutes of notification by County.
- (10) Immediately notify County of all incidents in which Provider's personnel fail to comply with applicable federal, state, and/or local laws, regulations, and policies.
- (11) Implement and maintain a detailed quality improvement program that has been approved by County. Provider shall actively participate in the QI program developed by County and attend EMS System stakeholder meetings organized by County.
- (12) Maintain and send electronically, in a format acceptable to County, any Prehospital Care Reports and/or key Performance Indicators developed through the EQIP process, including any required data elements.
- (13) Place into service and operate only those units authorized by the EMS Agency.
- (14) Adhere to Division A18, Chapter XVI, of the County's Ordinance Code (known as the Ambulance Ordinance) and any Ambulance Permit Regulations issued pursuant to the Ambulance Ordinance, when operating within the County of Santa Clara or when serving as a provider of services on behalf of the County of Santa Clara (i.e., authorized out-of-County mutual aid services).
- (15) Maintain, in accordance with applicable state law, licensing, certification, and accreditation of all ALS, BLS and CCT personnel.
- (16) Ensure that EMResource (or other replacement system approved by the County) is online and available to dispatch center personnel at all times and/or available through a link to a computer aided dispatch system or transmitted from EMResource via electronic data transfer to field personnel as approved by the County at Provider's cost.
- (17) Actively participate in medical disaster and EMS surge planning and related

drills, simulations, and exercises at least quarterly. When requested by County, respond to the best of Provider's ability and to the extent necessary and appropriate to any disaster, EMS surge event, proclaimed or not, or other event within the County of Santa Clara.

- (18) Respond to a call for service using emergency lights and siren only when (1) requested by County, (2) use of lights and siren is prescribed in writing by a physician (as evidenced in physician's transfer order) or other authorized prescribing health care practitioner when a patient is in need of transfer from one facility to a higher level of care, or (3) indicated by County policy or procedure.
- (19) Send required patient care data in near real-time (within minutes) after transfer of care. The required data must be sent to the County Data Hub so the server may integrate data from first responders and transport personnel. Provider shall reference Santa Clara County Prehospital Care Policy for system requirements.
- (20) Obtain EMS Agency approval for the branding of all ambulances and vehicles covered under the County Ordinance Code prior to placing such vehicles into service. Ambulances must be free from advertising and marked to facilitate ambulance use in the 911 system during times of emergency, EMS System surge, or disaster.

SECTION VI: INDEMNIFICATION AND INSURANCE

- A. Indemnification. Provider shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Provider and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible coverage for the County. Provider shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Provider is obligated to indemnify, defend, and hold harmless the County under this Agreement.
- B. Insurance. Provider shall comply with the insurance requirements in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION VII: COMPLIANCE WITH STATE STANDARDS AND COUNTY EMS System

- A. Compliance with State Standards. In addition to and notwithstanding the foregoing, the Parties agree to comply with the California Health & Safety Code, including, but not limited to, sections 1797.201; 1797.204; 1797.206; 1797.218; 1797.220;

1797.224, as they now exist or as they may be amended from time to time.

- B. Compliance with County EMS System. This Agreement may be amended from time to time at County's option to ensure consistency with the policies, protocols, and operations of the County's EMS System.

SECTION VIII: MISCELLANEOUS PROVISIONS

- A. Entire Agreement. This document represents the entire agreement between the Parties. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of the agreement are merged into this Agreement.
- B. Amendments. This Agreement may only be amended by a written instrument signed by the Parties.
- C. Governing Law, Venue. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.
- D. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and shall apply to the specific instance expressly stated.
- E. Notices. Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. Either Party may designate a different person and/or address for the receipt of notices by sending written notice to the other Party.

Notices to County shall be addressed as follows:

Non-911 Ambulance Provider Agreement Manager
County of Santa Clara
Emergency Medical Services Agency
700 Empey Way
San Jose, California 95128

Notices to Provider shall be addressed as follows:

Chris Moessmer, CEO
United Plus LLC, dba United
Ambulance
3530 Breakwater Court
Hayward, CA 94545

F. Assignment and Delegation

- (1) Provider shall not assign its rights nor delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties.
- (2) Any assumption, assignment, delegation, or takeover of any of the Provider's duties, responsibilities, obligations, or performance of same by any entity other than the Provider, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the new service provider as it could pursue in the event of default by Provider.

G. Dispute Resolution

- (1) The Provider shall name specific individuals within the Provider's agency, upon execution of this Agreement, who are authorized to assist the EMS Agency with dispute resolution under this Agreement.
- (2) The Provider shall respond to written requests of the EMS Agency for information regarding any perceived dispute within five (5) business days, unless otherwise mutually agreed, following receipt of such request.
- (3) The Provider is encouraged to resolve normal day-to-day operational concerns directly with involved parties (other EMS System providers, hospitals, etc.). If a dispute is not resolved at this level, the Provider may refer it to the EMS Agency Contract Manager for further review and action.
- (4) Disputes perceived by the Provider to have a system-wide impact should be referred directly to the EMS Agency.

- H. No Third Party Rights. No provision in this Agreement shall be construed to confer any rights to any person or entity other than the Parties.
- I. Partial Invalidity. If for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.
- J. County No-Smoking Policy. Provider and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.
- K. Nondiscrimination. Parties shall comply with all applicable Federal, State, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Parties shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall the Parties discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- L. California Public Records Act. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Provider's proprietary information is contained in documents or information submitted to County, and Provider claims that such information falls within one or more CPRA exemptions, Provider must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Provider prior to such disclosure. If Provider contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Provider fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Provider further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Provider.

M. Relationship of Parties. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The Parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither Party has the authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publications or advertisements, except with the written consent of the other Party or as is explicitly provided herein. Each Party will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

N. Contract Execution. Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

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O. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

County of Santa Clara:

DocuSigned by:
Gene Clark 7/20/2020
C685F692AC71492...

Gene Clark Date
Chief Procurement Officer
Procurement Department

Provider:

DocuSigned by:
Chris Moessmer 7/9/2020
AB760E56B9DA4AA...

Chris Moessmer Date
Chief Executive Officer
United Plus LLC, dba United Ambulance

Approved:

DocuSigned by:
Jackie Lowther 7/15/2020
3B1CAB11C65147B...

Jackie Lowther (MBA, MSN, RN) Date
Emergency Medical Services Agency

Approved:

DocuSigned by:
Rene G. Santiago 7/17/2020
A968A3B7E216400...

Rene G. Santiago Date
Deputy County Executive
County of Santa Clara Health System

Approved:

DocuSigned by:
John Cookinham 7/16/2020
C86CC078205C43A...

John Cookinham Date
Chief Financial Officer
County of Santa Clara Health System

Approved as to Form and Legality:

DocuSigned by:
Wesley Dodd 7/15/2020
9BA7F1608BBD485...

Wesley Dodd Date
Deputy County Counsel

Exhibit A
INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(Rev. 9/2016)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence -\$1,000,000
 - b. General aggregate -\$2,000,000
 - c. Personal Injury -\$1,000,000

2. **General liability coverage shall include:**
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. **Automobile Liability Insurance**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

 - 4a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement) For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. **Workers' Compensation and Employer's Liability Insurance**
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. **Professional Errors and Omissions Liability Insurance**
 - a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
 - b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
 - c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. **Claims Made Coverage**

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

 - a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
 - b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum

financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.