

**911 EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT BETWEEN  
FIORE INDUSTRIES INC.  
AND  
THE COUNTY OF SANTA CLARA  
EMERGENCY MEDICAL SERVICES AGENCY**

This Emergency Medical Services Agreement (the “Agreement”) is made by and between FIORE Industries Inc. (“Provider”), and the County of Santa Clara (the “County”) (collectively, the “Parties”), with respect to the provision of 911 emergency medical services in the County of Santa Clara.

**RECITALS**

**WHEREAS**, the Emergency Medical Services Agency of the County of Santa Clara (“EMS Agency”) is responsible for regulating advanced life support (“ALS”) providers within Santa Clara County, and for authorizing the provision of ALS response and transport within the County; and

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

**WHEREAS**, pursuant to Health and Safety Code Sections 1797.204 and 1798, among others, the EMS Agency is responsible for system coordination, medical oversight, and support of the delivery of all emergency medical services by agencies such as Provider; and

**WHEREAS**, the EMS Agency and the Provider agree to cooperate with each other for the purpose of delivery, maintenance, and improvement of emergency medical care within Santa Clara County and the areas served by the County of Santa Clara, in order to meet the needs of Santa Clara County 9-1-1 patients efficiently and appropriately; and

**WHEREAS**, the Emergency Medical Services System (“EMS System”) represents a collaborative effort between the County, cities, districts and other stakeholders to assure the timely and efficient response to emergency medical calls, and high quality patient outcomes; and

**WHEREAS**, Provider has an agreement with the National Aeronautics and Space Administration (“NASA”) Ames Research Center under which Provider shall provide emergency medical services (the “NASA Agreement”);

**WHEREAS**, the EMS Agency, by this Agreement, wishes to designate Provider, and allow Provider to operate within the Santa Clara County EMS System to respond to 9-1-1 emergency medical service requests.

**NOW THEREFORE**, the parties agree as follows:

## ARTICLE I

### DEFINITIONS

- 1.1 Contract Administrator: shall be defined as the Director of the EMS Agency.
- 1.2 Contract Manager: shall be defined as the EMS Agency staff designated by the EMS Director to act as the manager of this Agreement.
- 1.3 The definitions included in Title 22 of the California Code of Regulations and Division 2.5 of the California Health and Safety Code shall apply to this Agreement unless the Agreement indicates otherwise.

## ARTICLE II

### TERM/OPTION TO EXTEND

- 2.1 Term of Agreement. This Agreement shall be effective as of 12:00 a.m. on February 1, 2020 and shall be in force and until 11:59 p.m. June 30, 2022.
- 2.2 Option to Extend. The County shall have the right to extend the term of the Agreement for one (1) additional three (3) year period if desired by Provider. The County may exercise its right to extend the term of this Agreement by providing written notice no less than one hundred eighty (180) days prior to the expiration of the term. Upon extension of this Agreement, the Provider shall provide the services set forth in this Agreement in accordance with the terms in effect immediately prior to the extended term.

## ARTICLE III

### PROVIDER BREACH AND PROVISIONS FOR EARLY TERMINATION

- 3.1 Provider Breach. Conditions and circumstances that constitute a material breach of this Agreement include, but are not limited to, the following:
  - 3.1.1 Failure of the Provider to operate within the EMS System in a manner which enables the County and the Provider to remain in compliance with all applicable federal, state, and local laws, rules and regulations, and with the requirements of the Santa Clara County Prehospital Care Manual and any related rules and regulations.
  - 3.1.2 Falsification of information or data supplied by the Provider.
  - 3.1.3 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.

3.1.4 Failure to comply with any of the provisions in this Agreement.

3.1.5 Repeated failure of Provider to provide reports, and data generated in the course of operations including, but not limited to, dispatch data, patient report data, response time data or financial data, within applicable time periods.

3.1.6 Failure of Provider to meet system standard of care as established by the Medical Director, following reasonable notice and opportunity to address any such failure.

3.1.7 Any failure of performance, clinical or other, required by the Agreement and which is determined by the Contract Administrator and confirmed by the EMS Medical Director to constitute a danger to public health and safety.

3.2 Declaration of Material Breach and County's Remedies for Performance Failures. If conditions or circumstances constituting a material breach as set forth above are determined to exist, the County shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement. In the event the County determines that a material breach has occurred, the County shall provide reasonable notice of such breach to Provider. Provider shall have up to thirty (30) days to either cure the breach or provide evidence to the reasonable satisfaction of the County that a material breach does not exist. In the event the County determines that conduct or non-performance poses a danger to public health and safety, the County may, in its discretion, decide not to allow the Provider to have a cure period.

3.3 Termination Without Cause. Either Party may terminate this Agreement at any time without cause, by giving at least one hundred eighty (180) calendar days prior written notice thereof to the other. This agreement shall terminate upon the termination of the Provider's agreement with the NASA Agreement.

## ARTICLE IV

### SCOPE OF WORK

4.1 General. The basis of this Agreement 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, and Provider does not waive or modify any present rights under any statute by its execution of this Agreement.

4.1.1 This Agreement 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 EMS Agency and the Provider; and

4.1.2 This Agreement does not confer any rights or privileges to the Provider to provide services and/or respond to medical emergencies requested within any of the exclusive operating areas in Santa Clara County that are not expressly detailed herein.

4.2 Non-Transport Emergency Basic Life Support and Advanced Life Support / First Response Services. The Provider, by this Agreement, is authorized to provide the following services:

Non-transport emergency Basic Life Support and Advanced Life Support (paramedic) first-response services in order to support and/or augment the services provided by Rural/Metro within the County. The roles and responsibilities of the Parties in providing these services are described below.

4.3 Roles and Responsibilities of the EMS Agency. The EMS Agency shall be responsible for, but not limited to, the following:

4.3.1 Perform EMS Agency responsibilities in a spirit of cooperation and collaboration with the Provider.

4.3.2 Establish and promulgate medical control policies and EMS System procedures consistent with federal and, state law and regulations, as well as County ordinances, policies and standards.

4.3.3 In accordance with the Health and Safety Code Division 2.5, administer and coordinate the Santa Clara County EMS System.

4.3.4 Engage in efforts at local, state, and federal levels related to the procurement of necessary funding for the purpose of maintaining the Santa Clara County EMS System.

4.3.5 Collaborate with the Provider on an ongoing basis to promote the enhancement of the Santa Clara County EMS System.

4.3.6 Provide access to standardized EMS System policies and/or protocols as contained in the "Santa Clara County Prehospital Care Manual."

4.3.7 In accordance with Title 22 of the California Code of Regulations and as approved by the EMS Agency, implement an EMS Quality Improvement Plan (EQIP) as a means of evaluating clinical emergency medical services provided.

4.3.8 Manage the hospital radio system or equivalent and provide access to the County Emergency Medical Services Communication System (the Provider shall be responsible for the cost for equipment used by the Provider to include programming, maintenance, and replacement).

4.3.9 Assess compliance with policies and procedures of the EMS System by means of scheduled reviews, which may include site visits of Provider's program.

4.3.10 Assess the Provider's emergency medical services program by observing, through field observations and/or attendance at the Provider-offered training, exercises, orientation, or other programs. Routine site visits will be scheduled between the Parties, when appropriate.

4.3.11 In consultation with various EMS System stakeholder committees and providers, coordinate a comprehensive emergency medical services data collection system, which includes required data elements, data analysis, report generation, and other details related to ensuring the quality of the EMS System.

4.3.12 In collaboration with the Provider, may participate in research endeavors and other programs, including, but not limited to, pilot studies.

4.3.13 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).

4.3.14 The EMS Agency/County EMS Medical Director shall establish and provide medical control by means of the following:

1. Develop and approve medical protocols in accordance with Title 22 and other policies pertaining to base hospitals, paramedic and EMT personnel, EMS service providers, and the EMS Agency.
2. 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, and master plans.
3. Ensure Provider compliance with all applicable local, state, and federal laws and regulations, including but not limited to, confidentiality and disclosure, narcotic control, mandatory healthcare reporting, as related to the provision of services under this Agreement.
4. Consult with the Provider Agency Medical Advisor through the EMS Agency's Medical Advisory Committee to develop written medical policies and procedures.

4.4 Roles and Responsibilities of Provider. Responsibilities of the Provider under this Agreement shall include the following:

4.4.1 Respond to requests for emergency medical services within Provider's authorized jurisdiction including those established through automatic and mutual aid agreements.

4.4.2 Perform responsibilities of Provider in a spirit of cooperation and collaboration with the EMS Agency and the County Exclusive Operating Area ambulance provider.

4.4.3 Implement and insure adherence to the policies, guidelines and procedures of the EMS Agency as set forth in the Santa Clara County Prehospital Care Manual and all other policies, procedures and guidelines related to emergency medical services providers.

4.4.4 Comply with all applicable local, state, and federal laws and regulations with respect to the provision of emergency medical services in Santa Clara County.

4.4.5 Place authorized units into service as identified in the County's asset permitting process and operate units as authorized.

4.4.6 Equip each approved ALS/paramedic unit with at least one portable radio capable of voice communications with base hospitals and transportable to the patient's side for the purpose of receiving direct medical control from the Base Hospital (currently, Santa Clara Valley Medical Center). Each radio shall meet the technical requirements as specified by the EMS Agency.

4.4.7 Equip each approved ALS/paramedic and BLS unit with at least one portable radio capable of voice communications with Santa Clara County Communications on the designed emergency medical services dispatch, command, and tactical channels; the EMS Agency; and Rural/Metro for the purpose of EMS System coordination.

4.4.8 Provider agrees to be subject to medical control by the local EMS agency, as specified in Health & Safety Code Section 1798 et seq., and shall comply with policies and procedures enacted by the local EMS agency in the administration of the local EMS System, and to be subject to the provision of medical direction by the County to the Provider as related to the provision of Basic Life Support Services at the Emergency Medical Technician level that exceed standards set by Health and Safety Code Sections 1797.182 and 1797.183 as applicable.

4.4.9 Have a designated physician or equivalent licensed provider (nurse practitioner or physician assistant) approved by the EMS Medical Director to address quality improvement matters. 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. County authorized volunteer fire departments are not required to meet this provision.

4.4.10 In collaboration with the EMS Agency, Provider may participate in research endeavors and other programs, including, but not limited to, pilot studies.

4.4.11 In accordance with Health and Safety Code Section 1797.153 access all Medical Health (EMS) Mutual Aid through the Medical Health Operational Area Coordinator (MHOAC) via the County EMS Duty Chief.

1. This includes, but is not limited to requests for ambulances, medical personnel, supplies, equipment, and services.

2. Mutual aid related to paramedic staffed apparatus, other than ambulances, shall be managed through the Operational Area Fire and Rescue Coordinator. The Operational Area Fire and Rescue Coordinator shall notify the EMS Duty Chief as soon as possible and practical when paramedic resources are requested from or in to the County.

3. In order to facilitate and coordinate appropriate Operational Area Mutual Aid effectively and efficiently, nothing in this agreement shall limit the ability of the Operational Area Fire and Rescue Mutual Aid Coordinator and the Medical Health Operational Area Coordinator from agreeing to an alternative resource request process that will benefit the Operational Area.

4.4.12 Maintain, in accordance with applicable State law, licensing, certification, and accreditation of all paramedic and basic life support personnel.

4.4.13 Coordinate the mitigation of potential or actual emergency events with the EMS Agency (through the EMS Duty Chief or other assigned staff) when a medical or health threat exists.

4.4.14 Process emergency medical services calls through a County Authorized Emergency Medical Dispatch (EMD) program in accordance with Santa Clara County Prehospital Care Manual.

4.4.15 Deliver on-scene care supportively and cooperatively with Rural/Metro and/or other EMS System participants. This may include, but is not limited to, accompanying the patient to the hospital in the ambulance when necessary.

4.4.16 Actively participate in disaster and emergency medical services surge planning and related drills, simulations, and exercises quarterly, as resources allow.

4.4.17 Respond to the best of Provider's ability and to the extent necessary and appropriate to any disaster, emergency medical services surge event, proclaimed or not.

4.4.18 Ensure Provider's personnel remain current and competent in the performance of EMT and/or paramedic skills as applicable.

4.4.19 Coordinate routine public information as related to the services provided under this Agreement with the County. Incident related public information shall be managed in accordance with the Standardized Emergency Management System.

4.5 First Responder Funding. Provider shall not receive any funding from the County for services authorized under this Agreement.

## ARTICLE V

### INDEMNIFICATION AND INSURANCE

5.1 Indemnification. Provider shall indemnify, defend, and hold harmless the County, its officers, agents and employees (collectively, for purposes of this provision, “County”) 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 this Agreement 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 contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

5.2 Insurance. Provider shall comply with the insurance requirements attached as Exhibit B-3.

## ARTICLE VI

### COMPLIANCE WITH STATE STANDARDS AND COUNTY EMS SYSTEM

6.1 Compliance with State Standards. The Parties agree to comply with all applicable provisions of the California Health & Safety Code that now exist or as they may be amended from time to time.

6.2 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.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

7.1 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.

7.2 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.

7.3 Assignment. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.



7.4 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.

7.5 Independent Provider Status. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between either Party to this Agreement. The Provider understands and agrees that all Provider employees rendering prehospital emergency medical care services under this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Provider and not of County.

7.6 Notices. Any and all notices required, permitted, or desired to be given hereunder by one Party to the other shall be in writing and shall be delivered to the other Party electronically and either personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the Parties at the following addresses and to the attention of the person named. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) calendar days after deposit in the mail.

The EMS Agency Contract Manager shall have the authority to issue all notices which are required or permitted by County hereunder. Provider shall address all matters related to this Agreement, including notice, to the Contract Manager. Addresses and persons to be notified may be changed by one Party by giving at least ten (10) calendar days prior written notice thereof to the other.

Notices to County shall be addressed as follows:

Jackie Lowther, EMS Director  
County of Santa Clara  
Emergency Medical Services Agency  
700 Empey Way  
San Jose, CA 95128

Notices to Provider shall be addressed as follows:

Elaine Harlan  
Chief Administrative Officer  
Fiore Industries Inc.  
8601 Washington St. NE, Suite B  
Albuquerque, NM 87113  
505-255-9797 (o) Ext. 460

7.7 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.

7.8 No Third Party Rights. No provision in this Agreement shall be construed to confer any rights to any third person or entity.

7.9 Partial Invalidity. If for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

7.10 Amendment. No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the Parties.

7.11 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.

7.12 Debarment. Provider certifies that (i) employees who provide services hereunder have not been convicted of a criminal offense related to health care and that they are not listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs; (ii) Provider has performed an appropriate screen of these employees prior to making this certification; and (iii) it will screen all new employees who provide services under this Agreement. Provider certifies that Provider has not been convicted of a criminal offense related to health care, nor is Provider listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs. Provider agrees that if any of its employees providing services under this Agreement are convicted of a crime related to health care or debarred, such employees shall be removed from any responsibility or involvement in the provision of services under this Agreement once the criminal

conviction or debarment is final. Provider shall notify EMS Agency of the pendency of such charges or proposed debarment or exclusion against it or against Provider's employees. Provider will indemnify, defend and hold harmless EMS Agency for any loss or damage resulting from Provider's or Provider's employees' criminal conviction, debarment or exclusion.

7.13 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.

7.14 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.

IN WITNESS WHEREOF, this Agreement is entered into this by the County of Santa Clara, and the FIORE Industries, Inc.

COUNTY: DocuSigned by: Theresa Therilus 1/22/2020  
Theresa G. Therilus Date  
Interim Director of Procurement  
Procurement Department

Provider: DocuSigned by: Elaine Harlan 1/10/2020  
Elaine Harlan Date  
Chief Administrative Officer  
Fiore Industries, Inc.

Approved: DocuSigned by: Jackie Lowther 1/13/2020  
Jackie Lowther Date  
EMS Director  
Emergency Medical Services Agency

Provider: DocuSigned by: John Poell 1/10/2020  
John Poell Date  
Fire Chief for NASA Ames Fire Department  
Fiore Industries, Inc.

Approved: DocuSigned by: René G. Santiago 1/15/2020  
Rene G. Santiago Date  
Deputy County Executive  
County of Santa Clara Health System

Approved: DocuSigned by: John Cookinham 1/15/2020  
John Cookinham Date  
Chief Financial Officer  
County of Santa Clara Health System

Approved as to Form and Legality: DocuSigned by: Wesley Dodd 1/11/2020  
Wesley Dodd Date  
Deputy County Counsel

EXHIBIT B-3

INSURANCE REQUIREMENTS FOR PROFESSIONAL  
SERVICES CONTRACTS  
(e.g. Medical, Legal, Financial services, etc.)  
(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 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.