

AGREEMENT
between
SANTA BARBARA COUNTY
and
CARPINTERIA-SUMMERLAND FIRE PROTECTION DISTRICT
for
ADVANCED LIFE SUPPORT SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **CARPINTERIA-SUMMERLAND FIRE PROTECTION DISTRICT** having its principal place of business at **1140 Eugenia Place, Suite A, Carpinteria, California 93013** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS California State law requires that all Advanced Life Support (ALS) providers shall have a written agreement with the local emergency medical services system, whether they provide ALS transport or first responder ALS services; and

WHEREAS Division 2.5, Section 1797.218, of the Health and Safety Code, gives the local County Emergency Medical Services Agency, the authority to authorize an ALS program which provides services, utilizing EMT-P personnel for the delivery of emergency medical care to the sick and injured at the scene of an emergency and during training within the facilities of a participating general acute care hospital; and

WHEREAS pursuant to its authority under Health and Safety Code Section 1797.224, COUNTY has entered into the COUNTY/AMR (American Medical Response) Agreement with AMR by which it has granted exclusive authority to provide ground ALS Ambulance Transport Services in Service Area 1 that include the Carpinteria Summerland Fire Protection District's service area; and

WHEREAS the COUNTY granted the Carpinteria Summerland Fire Protection District the authority to provide ALS first responder non transport services in the spring of 1999; and

WHEREAS the parties desire to update and renew the Agreement that was executed on March 7, 2000 and modify CONTRACTORS response times to more accurately reflect current standards and requirements.

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

1. **DESIGNATED REPRESENTATIVE.** The County's Director of Emergency Medical Services (EMS) Agency at phone number (805) 681 5274 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The Fire Chief at phone number (805) 566 2450 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To COUNTY: Director
EMS Agency
300 N. San Antonio Road
Santa Barbara, CA 93110

To CONTRACTOR: Fire Chief
Carpinteria-Summerland Fire Protection District
1140 Eugenia Place, Suite A
Carpinteria, CA 93013

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference. Definitions and Abbreviations governing this Agreement are attached hereto as EXHIBIT B and incorporated herein by reference.

4. **TERM.** The term of the Agreement shall commence January 1, 2009, and shall continue from year to year unless otherwise amended or terminated by either party. CONTRACTOR and COUNTY shall review the Agreement annually to ensure applicability to current conditions.

5. **RESPONSIBILITY FOR COSTS.** COUNTY shall not be liable for any costs or expenses incurred by CONTRACTOR by reason of this Agreement, including costs or expenses related to the provision of service under this Agreement.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, unemployment insurance, workers' compensation and protection of tenure. However, it is recognized that CONTRACTOR'S employees are members of the Santa Barbara County Employees' Retirement System.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **DOCUMENTS.** CONTRACTOR agrees that COUNTY EMS Representatives shall have the right to review and to copy records and supporting documentation pertaining to the performance of this Agreement, and to allow COUNTY EMS Representatives access to such records during normal business hours and allow interviews of any employees, to include their representative, if they choose, who might reasonably have information related to such records.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon ninety (90) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice specifying the reason and the effective date of termination. The effective date of termination shall be at least fifteen (15) days after the delivery of the written notice. CONTRACTOR shall have the right to respond in writing to the Notice of Termination. The response shall address the COUNTY's basis for terminating this Agreement and indicate whether CONTRACTOR intends to attempt to cure the deficiency. The response shall be submitted to COUNTY at least five (5) days before the effective date of termination.

In conjunction with the notice of termination, COUNTY may immediately suspend for cause the Agreement and require CONTRACTOR to cease the provision of ALS services.

"Cause" as used in this section shall include, but not be limited to, the following: 1. Failure to comply with the terms of this Agreement; 2. Failure to comply with COUNTY's protocols and/or policies and procedures; 3. Gross misrepresentation or fraud.

Before the effective date of termination, COUNTY shall evaluate CONTRACTOR's response. If COUNTY determines that CONTRACTOR's breach can be or has been cured, the suspension (if any) shall be lifted, the notice of termination shall be withdrawn and CONTRACTOR shall continue the provision of primary ALS services under the Agreement. Otherwise this Agreement shall terminate on the effective date specified in the notice of termination.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have

been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of its records, including billings, in accordance with all applicable State and Federal laws relating to confidentiality. CONTRACTOR shall inform all its officers, employees and agents, and others providing services thereunder of said confidentiality provision. COUNTY shall maintain the confidentiality of all records made available thereunder during and after the terms of this Agreement.

31. **DELEGATION AND ASSIGNMENT.** CONTRACTOR shall not delegate its duties and responsibilities or assign its rights thereunder, or both, either in whole or in part, without the prior written consent of COUNTY.

Agreement for Advanced Life Support Services between the **COUNTY OF SANTA BARBARA** and **CARPINTERIA-SUMMERLAND FIRE PROTECTION DISTRICT**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Salud Carbajal
Chair, Board of Supervisors

Date: _____

APPROVED AS TO LEGAL FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
ELLIOT SCHULMAN, MD, MPH
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Director

By: _____
Risk Program Administrator

APPROVED AS TO FORM:
NANCY LAPOLLA, MPH
EMERGENCY MEDICAL SERVICES AGENCY

By: _____
EMS Agency Director

Agreement for Advanced Life Support Services between the **COUNTY OF SANTA BARBARA** and **CARPINTERIA-SUMMERLAND FIRE PROTECTION DISTRICT**

Michael D. Minge

Mark Manion

By: _____
Carpinteria-Summerland Fire Chief

By: _____
Fire District Counsel

EXHIBIT A

STATEMENT OF WORK

Carpinteria-Summerland Fire Protection District agrees to the following:

SERVICES TO BE PROVIDED

1. Provide First Responder Advanced Life Support (ALS) services 24 hours a day, 7 days a week. (See Exhibit D for coverage area).

2. Utilize only Santa Barbara County accredited paramedics to provide the services and to assure that these personnel maintain their accreditation as outlined in Santa Barbara County EMS Policy #230. CONTRACTOR shall adhere to EMS Agency policies and procedures, as amended from time to time. A copy of the EMS Agency policies and procedures has been provided to CONTRACTOR and is incorporated by reference.

4. Provide a physician medical director who shall oversee and coordinate the clinical performance to be provided pursuant to this Agreement. The physician who serves as the medical director shall be board certified in emergency medicine or equivalent, currently practicing emergency medicine in a local emergency department, and approved by the County EMS Agency Medical Director.

5. Maintain ability to communicate with the EMS system base hospital for transfer of medical information and medical direction.

6. Assign a "liaison" to work with the EMS Agency on administrative matters and to serve on committees as requested by the EMS Agency or the County EMS Medical Director.

7. Implement an internal quality assurance program.

8. Develop a Continuous Quality Improvement (CQI) program that interfaces with the EMS Agency's CQI plan and to provide monthly reports and participate in quarterly meetings as specified by the EMS Agency.

9. Furnish the EMS Agency with required data, paramedic care reports, response times, and other information as specified by the EMS Agency. CONTRACTOR will make every attempt to transmit electronic data in the format required by COUNTY.

10. Agree to periodic, unannounced visits by EMS Agency staff to ensure compliance with local, state, federal laws and policies, rules, and regulations.

11. Provide and restock medications, equipment and supplies as inventory for each ALS unit.

12. Respond to requests for mutual aid (i.e. multi-casualty incidents, disasters).

RESPONSE TIME REQUIREMENTS

Response Time Definition

CONTRACTOR will be held accountable from the time of dispatch, until the time that the dispatch center is notified by radio (or other reliable method) that the vehicle is fully stopped at the scene.

Response Time Guidelines

CONTRACTOR shall adhere to the following response time guidelines (subject to the Response Time Exemptions listed below):

Code 3 Calls

Each month, within “Urban” areas, CONTRACTOR shall have a response time to Code 3 calls within 7 minutes and 00 seconds or less, a minimum of ninety percent (90%) of the time.

Each month, within “Semi-Rural” areas, CONTRACTOR shall have a response time to Code 3 calls within 14 minutes and 00 seconds or less, a minimum of ninety percent (90%) of the time.

Each month, within “Rural” areas, CONTRACTOR shall have a response time to Code 3 calls within 29 minutes and 00 seconds or less, a minimum of ninety percent (90%) of the time.

Code 2 Calls

Each month, within “Urban” areas, on Code 2 calls, CONTRACTOR shall have a response time of 14 minutes and 00 seconds or less, ninety percent (90%) of the time.

Each month, within “Semi-Rural” areas, on Code 2 calls, CONTRACTOR shall have a response time of 24 minutes and 00 seconds or less, ninety percent (90%) of the time.

Each month, within “Rural” areas, on Code 2 calls, CONTRACTOR shall have a response time of 39 minutes and 00 seconds or less, eighty percent (90%) of the time.

DELAYED RESPONSE

Any delayed response times for Code 3 and Code 2 calls by CONTRACTOR shall be audited for cause and reported to the Emergency Medical Services Agency. Each call exceeding response times set forth above shall be reported monthly by the CONTRACTOR to the EMS Agency.

RESPONSE TIME EXEMPTIONS

In some cases, late responses will be exempted from response time compliance reports. These exemptions will be for good cause only, as reasonably determined by the County Contract Administrator. The burden of proof that there is good cause for the exemption shall rest with the Contractor. Contractor must file a request for each response time exemption on a monthly basis with the County Contract Administrator within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

The alleged good cause must have been a substantial factor in producing the excessive response time and must be documented in the exception report per EMS Policy. Good cause for an exemption may include, but is not limited to the following scenarios:

- a. Inaccurate dispatch information when unedited dispatch records or tapes verify the following:
 - i. Dispatcher gave incorrect call priority, address, or Thomas Brothers Map coordinates that had a negative effect on response time;
 - ii. Incorrect or inaccurate dispatch information received from a calling party or 911 Public Safety Answering Point;
 - iii. Disrupted voice or data transmission; or
 - iv. Dispatcher failure to document/record times;

- b. Inability to locate address due to non-existent or inaccurate address;
- c. Unavoidable delay caused by traffic congestion when there is no reasonable alternate access to the incident;
- d. Weather conditions which impair visibility or create other unsafe driving conditions;
- e. Unavoidable delays caused by road construction and/or closure;
- f. Unavoidable delays caused by trains;
- g. Off-road or off-paved road locations;
- h. Extraordinary ALS Fire Agency response demands; or
- i. A declared state of emergency or disaster.

EXHIBIT B DEFINITIONS AND ABBREVIATIONS

The following terms and abbreviations are utilized throughout this Agreement:

Advanced Life Support (ALS) – Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.52.

Base Hospital – Hospital approved by the Santa Barbara County EMS Agency to provide on-line medical advice and medical control to EMTs. "Base Hospital" or "Paramedic Base Hospital" or "Paramedic Base Station" means one of a limited number of hospitals which, upon designation by the local EMS Agency and upon the completion of a written contractual agreement with the EMS Agency, is responsible for directing the advanced life support system and prehospital care system assigned to it by the local EMS Agency, as specified in Division 2.5 of the California Health and Safety Code.

Base Hospital Physician – A physician licensed to practice medicine in the State of California and approved as a Receiving Hospital Physician by the Medical Director, and knowledgeable in the medical protocols, radio procedure and general operating policies of the County EMS system, and a person from whom ambulance personnel may take medical direction by radio or other remote communications device.

Basic Life Support (BLS) – Those medical services that may be provided within the scope of practice of a person certified as an EMT-I as defined in California Health and Safety Code Section 1797.80.

Code Two Call – Immediate dispatch of first responders and ambulance, no lights and sirens.

Code Three Call – Immediate dispatch of first responders and ambulance with lights and sirens.

EMS – Emergency Medical Services.

Emergency – Any apparent sudden or serious illness or injury requiring, or having the potential of requiring, immediate medical attention under circumstances wherein any delay in providing such services may aggravate the medical condition or cause the loss of life.

Emergency Call – A request for an emergency vehicle, first responder vehicle or ambulance to transport or assist a person in apparent sudden need of medical attention, or to assist a person who has the potential for sudden need of medical attention, or in a medical emergency as determined by a physician, to transport blood, any therapeutic device, accessory to such device or tissue or organ for transplant.

Emergency Department (ED) – The area of a licensed general acute-care facility that customarily receives patients in need of emergent medical evaluation and/or care.

Emergency Medical Dispatching (EMD) - Emergency Medical Dispatching (EMD) is EMS Dispatching services that include prioritizing the severity of the request, dispatching necessary resources, providing medical instructions to callers, and coordinating responding resources as needed.

Emergency Medical Services Agency (EMS) – "Emergency Medical Services Agency" or "County EMS Agency" or "Local EMS Agency" means the agency, department, or office having primary responsibility for administration of emergency medical services in the county, as specified in Division 2.5 of the California Health and Safety Code.

EMS Plan – A plan for the delivery of all emergency medical services.

EMS System – A coordinated arrangement of resources (including personnel, equipment, and facilities) which are organized to respond to medical emergencies, regardless of the cause.

Emergency Medical Technician (EMT-I) – As defined in the Health and Safety Code Section 1797.80.

Emergency Medical Technician (EMT-P) – As defined in the Health and Safety Code Section 1797.84.

EMS Medical Director – "EMS Medical Director" or "County EMS Medical Director" means that physician who is appointed by the local Emergency Medical Services Agency to fulfill the requirements of a County Emergency Medical Services Medical Director as outlined in Division 2.5 of the California Health and Safety Code.

Medical Protocol – Any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director as the normal standard of prehospital care for the given clinical condition.

Mutual Aid – The furnishing of resources, from one individual or agency to another individual or agency, including but not limited to facilities, personnel, equipment, and services, pursuant to an agreement with the individual or agency, for use within the jurisdiction of the individual or agency requesting assistance.

Paramedic Unit – An emergency vehicle staffed and equipped to provide advanced life support at the scene of a medical emergency of a patient(s) and designated as a paramedic unit by the Medical Director.

Response Time – Response times under this Agreement are measured from the time the unit is dispatched from the Santa Barbara County Public Safety Dispatch Center, or other Public Safety Answering Point, until the responding unit wheels stop at the requested location.

Rural Area – Defined as EMS Zone 6, Subzone EMS4 in the Santa Barbara County Public Safety Dispatch Center CAD.

Santa Barbara County Emergency Medical Services Agency – The EMS agency established by the County Board of Supervisors for planning and implementation of emergency programs for Santa Barbara County.

Semi-Rural Area - Defined as EMS Zone 6, Subzone EMS3 in the Santa Barbara County Sheriff's Department Dispatch Center CAD.

System-Status Management – A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

Urban Area –Defined as EMS Zone 6, Subzone EMS1 and EMS2 in the Santa Barbara County Sheriff's Department Dispatch Center CAD.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

EXHIBIT D
Map of Zone 1 & 2

*(maps of Carpinteria and Summerland are available via fax,
but are not included with this document)*

These should be attached when the document is submitted to the Contractor and
the BOS.

Contract Summary Form:

Contract Number : _____

- D1. Fiscal Year: FY08-09
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 041
- D3. Requisition Number.....: n/a
- D4. Department Name: Public Health
- D5. Contact Person: Nancy Lapolla
- D6. Phone.....: 681 5264

- K1. Contract Type (check one): Personal Service Capital Project/Construction
 - K2. Brief Summary of Contract Description/Purpose : Advanced Life Support Services
 - K3. Original Contract Amount: \$n/a
 - K4. Contract Begin Date.....: January 1, 2009
 - K5. Original Contract End Date: n/a
 - K6. Amendment History (leave blank if no prior amendments):n/a
- | <u>Seq#</u> | <u>EffectiveDate</u> | <u>ThisAmndt</u> | <u>AmtCum</u> | <u>AmndtTo</u> | <u>DateNew</u> | <u>TotalAmt</u> | <u>NewEnd</u> | <u>EndDate</u> | <u>Purpose (2-4 words)</u> |
|-------------|----------------------|------------------|---------------|----------------|----------------|-----------------|---------------|----------------|----------------------------|
| | | | \$ | \$ | | \$ | | | |
| | | | | | | | | | |

- K7. Department Project Number
- B1. Is this a Board Contract? (Yes/No).....: Yes
- B2. Number of Workers Displaced (if any).....: n/a
- B3. Number of Competitive Bids (if any): n/a
- B4. Lowest Bid Amount (if bid).....: \$n/a
- B5. If Board waived bids, show Agenda Date: n/a
- B6. ... and Agenda Item Number.....: #n/a
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : yes

- F1. Encumbrance Transaction Code: 1701
- F2. Current Year Encumbrance Amount: \$n/a
- F3. Fund Number.....: n/a
- F4. Department Number.....: 041
- F5. Division Number (if applicable).....: 13
- F6. Account Number: n/a
- F7. Cost Center number (if applicable).....: 6200
- F8. Payment Terms.....: n/a

- V1. Vendor Numbers (A=uditor; P=urchasing)
- V2. Payee/Contractor Name: Carpinteria Summerland Fire Protection District
- V3. Mailing Address: 1140 Eugenia Place, Suite A
- V4. City State (two-letter) Zip (include +4 if known) : Carpinteria, CA 93013
- V5. Telephone Number.....: (805) 566 2450
- V6. Contractor's Federal Tax ID Number (EIN or SSN) : n/a
- V7. Contact Person.....: Michael D. Mingee
- V8. Workers Comp Insurance Expiration Date.....:
- V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :
- V10. Professional License Number: #n/a
- V11. Verified by (name of County staff): John Eaglesham/Dawn McGrew
- V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....