

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 12th day of June, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter "COUNTY" or "County", and CENTRAL CALIFORNIA FACULTY MEDICAL GROUP, INC. (CCFMG) , a California Professional Corporation, whose address is 2625 E. Divisadero Street, Fresno, CA 93721, hereinafter "CONTRACTOR" or "Contractor".

WITNESSETH:

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

WHEREAS, in accordance with Health and Safety Code Section 1797.202, the EMS Agency is required to have a licensed physician and surgeon as medical director, who has substantial experience in the practice of emergency medicine to provide medical control and to assure medical accountability throughout the planning, implementation, and evaluation of the EMS system; and

WHEREAS, CONTRACTOR currently provides EMS Agency medical director services to the COUNTY through that certain Agreement for EMS Agency medical director services dated July 14, 2015 (County Agreement No. 15-327), which will terminate on June 30, 2018; and

WHEREAS, CONTRACTOR represents that it possesses the skills and professional staff to provide such professional services and desires to continue providing EMS Agency medical director services for COUNTY; and

WHEREAS, CONTRACTOR and COUNTY have developed this successor Agreement to become effective upon expiration of the existing Agreement; and

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

1. **SERVICES**

A. CONTRACTOR shall provide services for the EMS Agency, encompassing medical control activities for Fresno, Kings, Madera, and Tulare Counties and medical direction for

1 EMS training and specialty care programs.

2 B. All physicians supplied under this Agreement shall:

- 3 1) Be licensed to practice medicine in the State of California;
- 4 2) Meet the qualifications of a local EMS Agency Medical Director under
- 5 the California Health and Safety Code section 1797.202; and
- 6 3) Be acceptable to COUNTY.

7 C. It is acknowledged between both parties to this Agreement that sixty (60)

8 days prior to the assignment of any new physician to the EMS Agency, CONTRACTOR shall

9 provide to COUNTY the name(s), qualifications, and work history of physician(s) being considered

10 for the EMS Agency.

11 In this regard:

- 12 1) COUNTY reserves the right to review qualifications and/or work history; and
- 13 2) COUNTY reserves the right to reject any physician regardless of qualifications
- 14 and/or work history.
- 15 3) CONTRACTOR shall furnish COUNTY with EMS Medical Director services as
- 16 stated in this Paragraph One "1" for an average of thirty (30) hours each month
- 17 as mutually scheduled between COUNTY and CONTRACTOR. As part of its
- 18 commitment to this Agreement, the designated EMS Medical Director shall:
- 19 i. Provide a minimum of 4 hours each month for in-office hours at the
- 20 EMS Agency offices; and
- 21 ii. Preside as chair of the Regional Emergency Medical Control
- 22 Committee and provide a minimum attendance of 75% of scheduled
- 23 meetings. Since this committee is primarily an advisory committee to
- 24 the EMS Medical Director, meetings may be cancelled when the EMS
- 25 Medical Director is unable to attend; and
- 26 iii. Attend all regularly scheduled Continuous Quality Improvement
- 27 meetings, which may be assigned to an assistant EMS Medical
- 28 Director; and

- 1 iv. Attend, at a minimum, 75% of the following meetings:
- 2 1. Regional Trauma Audit Committee meetings
- 3 2. EMS Operations (EMSOC) meetings
- 4 v. Attend, at a minimum, 50% of Emergency Medical Directors Advisory
- 5 Committee meetings.
- 6 vi. Attend other meetings upon request of the EMS Director.

7 2. TERM

8 The term of this Agreement shall be for a period of three (3) years,

9 commencing on July 1, 2018 through and including June 30, 2021. This Agreement may be

10 extended for two (2) additional consecutive twelve (12) month periods upon written approval of

11 both parties no later than thirty (30) days prior to the first day of the next twelve (12) month

12 extension period. The Director of the Department of Public Health or his or her designee is

13 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S

14 satisfactory performance.

15 3. TERMINATION

16 A. Non-Allocation of Funds - The terms of this Agreement, and the services to

17 be provided hereunder, are contingent on the approval of funds by the appropriating government

18 agency. Should sufficient funds not be allocated, the services provided may be modified, or this

19 Agreement terminated, at any time by COUNTY upon giving the CONTRACTOR thirty (30) days

20 advance written notice.

21 B. Breach of Contract - The COUNTY may immediately suspend or terminate

22 this Agreement in whole or in part, where in the determination of the COUNTY there is:

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

28 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY

1 of any breach of this Agreement or any default, which may then exist on the part of the
2 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
3 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
4 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
5 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
6 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
7 demand.

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

11 4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
12 CONTRACTOR agrees to receive compensation pursuant to Exhibit A, attached hereto and
13 incorporated herein by this reference.

14 A. For the period of July 1, 2018 through June 30, 2019, the amount of this
15 Agreement shall not exceed Seventy Thousand Two Hundred Forty-Two and 00/100 Dollars
16 (\$70,242.00).

17 B. For the period of July 1, 2019 through June 30, 2020, the amount of this
18 Agreement shall not exceed Seventy-Two Thousand Three Hundred Seven and 00/100 Dollars
19 (\$72,307.00).

20 C. For the period of July 1, 2020 through June 30, 2021, the amount of this
21 Agreement shall not exceed Seventy-Four Thousand Four Hundred Thirty-Five and 00/100
22 Dollars (\$74,435.00).

23 D. If the Agreement is extended, for the period of July 1, 2021 through June
24 30, 2022, the amount of this Agreement shall not exceed Seventy-Six Thousand Six Hundred
25 Twenty-Six and 00/100 Dollars (\$76,626.00).

26 E. If the Agreement is extended, for the period of July 1, 2022 through June
27 30, 2023, the amount of this Agreement shall not exceed Seventy-Eight Thousand Eight Hundred
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1 Eighty-Two and 00/100 Dollars (\$78,882.00).

2 F. The maximum monetary compensation payable under the agreement shall
3 not exceed Three Hundred Seventy-two Thousand Four Hundred Ninety-Two and 00/100 Dollars
4 (\$372,492.00) for the full five (5) year term.

5 CONTRACTOR shall submit monthly invoices (timesheets). The invoice shall be submitted
6 to the EMS Division within the first 15 days of the following month and shall include the date(s) of
7 services, hours of service each day, and the total number of hours covered by each invoice.
8 Invoices shall be submitted to the County of Fresno Department of Public Health, P.O. Box 11867,
9 Fresno, CA 93775, Attention: Emergency Medical Services.

10 CONTRACTOR shall not charge or seek reimbursement from any third party for any
11 services furnished under this Agreement.

12 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and
13 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
14 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
15 employees will at all times be acting and performing as an independent contractor, and shall act in
16 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
17 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
18 direct the manner or method by which CONTRACTOR shall perform its work and function.
19 However, COUNTY shall retain the right to administer this Agreement so as to verify that
20 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

24 Because of its status as an independent contractor, CONTRACTOR shall have
25 absolutely no right to employment rights and benefits available to COUNTY employees.
26 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
27 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
28 responsible and save COUNTY harmless from all matters relating to payment of

1 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
2 regulations governing such matters. It is acknowledged that during the term of this Agreement,
3 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
4 Agreement.

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

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

10 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
11 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
12 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
13 resulting to COUNTY in connection with the performance, or failure to perform, by
14 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
15 costs and expenses, (including without limitation costs and fees of litigation), damages, liabilities,
16 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
17 or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or
18 employees under this Agreement. Expiration or termination of this Agreement shall not terminate
19 any of CONTRACTOR's obligations under this Section 8, HOLD HARMLESS, herein.

20 COUNTY agrees to indemnify, save, hold harmless and, at CONTRACTOR's request,
21 defend the CONTRACTOR's, its officers, agents and employees from any and all costs and
22 expenses, damages, liabilities, claims, and losses occurring or resulting to CONTRACTOR in
23 connection with the performance, or failure to perform by COUNTY, its officers, agent, or
24 employees under this Agreement. The foregoing clause shall in no way obligate the County to
25 provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or
26 omissions by the Contractor, its officers, employees, agents, or contractors.

27 9. INSURANCE

28 Without limiting the COUNTY's right to obtain indemnification from

1 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
2 force and effect, the following insurance policies or a program of self-insurance, including but not
3 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
4 term of the Agreement:

5 A. Commercial General Liability

6 Commercial General Liability Insurance with limits of not less than Two
7 Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
8 (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
9 specific coverages including completed operations, products liability, contractual liability,
10 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
11 necessary because of the nature of this contract.

12 B. Automobile Liability

13 Automobile Liability Insurance at least as broad as ISO Form Number CA 00 01 covering
14 any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos
15 (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
16 Coverage should shall include owned, non-owned and hired vehicles used in connection with this
17 Agreement. Professional Liability

18 C. Professional Liability

19 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
20 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than Five
21 Million Dollars (\$5,000,000.00) per occurrence, Ten Million Dollars (\$10,000,000.00) annual
22 aggregate.

23 This coverage shall be issued on a per claim basis. CONTRACTOR
24 agrees that it shall maintain, at its sole expense, in full force and effect for a period of five (5) years
25 following the termination of this Agreement, one or more policies of professional liability insurance
26 with limits of coverage as specified herein.

27 D. Worker's Compensation

28 A policy of Worker's Compensation insurance as may be required by the

1 California Labor Code.

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

10 If the contractor maintains broader coverage and/or higher limits than the minimums shown
11 above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits
12 maintained by the contractor. Any available insurance proceeds in excess of the specified
13 minimum limits of insurance and coverage shall be available to the Entity.

14 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of
16 the foregoing policies, as required herein, to the County of Fresno, (Daniel Lynch P. O. Box
17 11867, Fresno, CA 93775), stating that such insurance coverage have been obtained and are in
18 full force; that the County of Fresno, its officers, agents and employees will not be responsible for
19 any premiums on the policies; that such Commercial General Liability insurance names the
20 County of Fresno, its officers, agents and employees, individually and collectively, as additional
21 insured, but only insofar as the operations under this Agreement are concerned; that such
22 coverage for additional insured shall apply as primary insurance and any other insurance, or
23 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only
24 and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
25 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
26 written notice given to COUNTY.

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

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

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

12 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
13 the examination and audit of the Auditor General for a period of three (3) years after final payment
14 under contract (Government Code Section 8546.7).

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

17 COUNTY

18 COUNTY OF FRESNO
19 Director, County of Fresno
20 Department of Public Health
21 P.O. Box 11867
22 Fresno, CA 93775

CONTRACTOR

President and CEO
CCFMG, Inc.
2625 E. Divisadero Street
Fresno, CA 93721

23 All notices between the COUNTY and CONTRACTOR provided for or
24 permitted under this Agreement must be in writing and delivered either by personal service, by
25 first-class United States mail, by an overnight commercial courier service, or by telephonic
26 facsimile transmission. A notice delivered by personal service is effective upon service to the
27 recipient. A notice delivered by first-class United States mail is effective three COUNTY business
28 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice
delivered by an overnight commercial courier service is effective one COUNTY business day after

1 deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
2 instructions given for next day delivery, addressed to the recipient. A notice delivered by
3 telephonic facsimile is effective when transmission to the recipient is completed (but, if such
4 transmission is completed outside of COUNTY business hours, then such delivery shall be
5 deemed to be effective at the next beginning of a COUNTY business day), provided that the
6 sender maintains a machine record of the completed transmission. For all claims arising out of or
7 related to this Agreement, nothing in this section establishes, waives, or modifies any claims
8 presentation requirements or procedures provided by law, including but not limited to the
9 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
10 810).

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

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

15 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

16 This provision is only applicable if the CONTRACTOR is operating as a
17 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the
18 CONTRACTOR changes its status to operate as a corporation.

19 Members of the CONTRACTOR's Board of Directors shall disclose any self-
20 dealing transactions that they are a party to while CONTRACTOR is providing goods or
21 performing services under this agreement. A self-dealing transaction shall mean a transaction
22 to which the CONTRACTOR is a party and in which one or more of its directors has a material
23 financial interest. Members of the Board of Directors shall disclose any self-dealing
24 transactions that they are a party to by completing and signing a Self-Dealing Transaction
25 Disclosure Form, attached hereto as Exhibit B and incorporated herein by reference, and
26 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
27 immediately thereafter.

28 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement

1 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
2 supersedes all previous Agreement negotiations, proposals, commitments, writings,
3 advertisements, publications, and understanding of any nature whatsoever unless expressly
4 included in this Agreement.

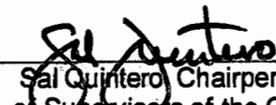
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written:

3 Central California Faculty Medical Group

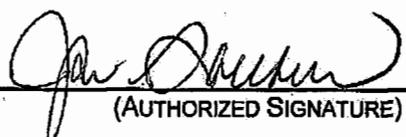
COUNTY OF FRESNO

4 
5 (Authorized Signature)

6 
7 Sal Quintero, Chairperson of the Board
8 of Supervisors of the County of Fresno

9 Joyce Fields-Keene, MPA
10 Print Name

11 CEO
12 TITLE (CHAIRMAN OF BOARD, OR PRESIDENT,
13 OR CEO)

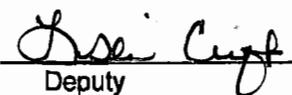
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15 (AUTHORIZED SIGNATURE)

16 Janice Saccheri
17 PRINT NAME

18 CFO 
19 TITLE (SECRETARY OF CORPORATION, OR
20 CFO/TREASURER, OR ANY ASSISTANT THEREOF)

21 CCFMG
22 2625 E. Divisadero Street
23 Fresno, CA 93721
24 (559) 453-5200

25 **ATTEST:**
26 Bernice E. Seidel
27 Clerk of the Board of Supervisors
28 County of Fresno, State of California

By: 
Deputy

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FOR ACCOUNTING USE ONLY:

ORG No.: 56201692 / 56201695
Account No.: 7295
Requisition No.:

EXHIBIT A

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Amount	Amount	Month	Amount
July-18	\$ 5,853.50	February-22	\$ 6,385.50
August-18	\$ 5,853.50	March-22	\$ 6,385.50
September-18	\$ 5,853.50	April-22	\$ 6,385.50
October-18	\$ 5,853.50	May-22	\$ 6,385.50
November-18	\$ 5,853.50	June-22	\$ 6,385.50
December-18	\$ 5,853.50	July-22	\$ 6,573.50
January-19	\$ 5,853.50	August-22	\$ 6,573.50
February-19	\$ 5,853.50	September-22	\$ 6,573.50
March-19	\$ 5,853.50	October-22	\$ 6,573.50
April-19	\$ 5,853.50	November-22	\$ 6,573.50
May-19	\$ 5,853.50	December-22	\$ 6,573.50
June-19	\$ 5,853.50	January-23	\$ 6,573.50
July-19	\$ 6,025.58	February-23	\$ 6,573.50
August-19	\$ 6,025.58	March-23	\$ 6,573.50
September-19	\$ 6,025.58	April-23	\$ 6,573.50
October-19	\$ 6,025.58	May-23	\$ 6,573.50
November-19	\$ 6,025.58	June-23	\$ 6,573.50
December-19	\$ 6,025.58		
January-20	\$ 6,025.58		
February-20	\$ 6,025.58		
March-20	\$ 6,025.58		
April-20	\$ 6,025.58		
May-20	\$ 6,025.58		
June-20	\$ 6,025.62		
July-20	\$ 6,202.91		
August-20	\$ 6,202.91		
September-20	\$ 6,202.91		
October-20	\$ 6,202.91		
November-20	\$ 6,202.91		
December-20	\$ 6,202.91		
January-21	\$ 6,202.91		
February-21	\$ 6,202.91		
March-21	\$ 6,202.91		
April-21	\$ 6,202.91		
May-21	\$ 6,202.91		
June-21	\$ 6,202.99		
July-21	\$ 6,385.50		
August-21	\$ 6,385.50		
September-21	\$ 6,385.50		
October-21	\$ 6,385.50		
November-21	\$ 6,385.50		
December-21	\$ 6,385.50		
January-22	\$ 6,385.50		

1 **EXHIBIT B**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a
4 contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing
5 transactions that they are a party to while providing goods, performing services, or both for the County. A self-
6 dealing transaction is defined below:

7 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of
8 its directors has a material financial interest."*

9 The definition above will be utilized for purposes of completing this disclosure form.

10 **INSTRUCTIONS**

- 11 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 12 (2) Enter the board member's company/agency name and address.
- 13 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a
14 minimum, include a description of the following:
- 15 a. The name of the agency/company with which the Corporation has the transaction; and
 - 16 b. The nature of the material financial interest in the Corporation's transaction that the board
17 member has.
- 18 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the
19 Corporations Code.
- 20 (5) Form must be signed by the board member that is involved in the self-dealing transaction described in
21 Sections (3) and (4).
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(1) Company Board Member Information:

Name:		Date:	
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Job Title:			
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(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
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