



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

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*Honor, Integrity, Cooperation & Professionalism*

## MEMORANDUM

**Date:** 3/18/2026

**To:** Board Directors

**Attn:** Brad Richter  
President

**From:** Fire District Staff

**Subject:** Emergency Response Enhancements - ALS

### **BOARD OF DIRECTOR'S BRIEFING PAPER**

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**ISSUE:** The Fresno County Fire Protection District currently provides Basic Life Support (BLS) medical response across a large and diverse service area that includes rural, suburban, and metro areas. Advanced Life Support (ALS) transport and paramedic services are primarily provided by American Ambulance, and other providers, under the oversight of Fresno County Emergency Medical Service (EMS).

**BACKGROUND:** Fire-based ALS programs have been successfully implemented across California as non-transport ALS models, providing early paramedic-level care. These models emphasize system redundancy, faster ALS interventions, and improved patient outcomes, particularly in time-sensitive emergencies. ALS providers can administer lifesaving medications, perform advanced airway management, interpret cardiac rhythms, and initiate IV-IO interventions that BLS cannot provide and that are critical in the first minutes of high-acuity emergencies. Conditions such as cardiac arrest, stroke, severe respiratory distress, trauma, and overdoses, benefit significantly from rapid ALS care. Earlier ALS intervention is associated with higher survival rates and reduced complications.

**DISCUSSION:** To ensure clinical quality, regulatory compliance, and adherence to established medical standards, the District proposes entering into a service agreement with Dr. Eric Schmitt to serve as the Medical Director for the ALS program. In this role, Dr. Schmitt would provide medical oversight of the program,

including development of the quality assurance and improvement program, training guidance, and clinical direction for paramedic personnel. The Medical Director is also responsible for ensuring the program complies with state and local Emergency Medical Services (EMS) regulations. Establishing a Medical Director contract is a required component of any ALS system and is essential for maintaining high standards of patient care, provider accountability, and continuous clinical improvement. Dr. Schmitt's involvement would provide experienced medical leadership and support the safe and effective implementation of the District's ALS services.

**ALTERNATIVES:**

1. Enter into the agreement with Dr. Eric Schmitt
2. Seek another Medical Doctor
3. Do nothing and not enter into an agreement

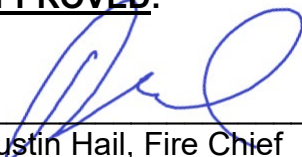
**IMPACTS** (*Consider potential consequences related to each of the following areas of concern for proposed alternatives*):

- Fiscal – The Budget supports the request
- Operational – adds higher level of ems service
- Legal – No known impact.
- Labor – No known impact.
- Sociopolitical – No known impact.
- Policy – No known impact.
- Health and safety – Increase the level of service provide
- Environmental – No known impact.
- Interagency – No known impact.

**RECOMMENDATION:**

Provide approval to implement the ALS program, and as step one enter into a service agreement with Dr. Eric Schmitt

**APPROVED:**

  
\_\_\_\_\_  
Dustin Hail, Fire Chief

03-18-26 \_\_\_\_\_  
Date

**FRESNO COUNTY FIRE PROTECTION DISTRICT  
AGREEMENT FOR INDEPENDENT  
CONSULTANT SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made, entered into and effective the 1<sup>st</sup> day of April, 2026, by and between the Fresno County Protection District ("District"), a California special district organized and existing under the Fire Protection District Law of 1987 (Health and Safety Code section 13800 *et seq.*) and Eric R. Schmitt, MD, MPH, FACEP, FAAP ("Consultant" or "Medical Director"), who agree as follows:

**RECITALS**

**WHEREAS**, District desires to have certain services provided as set forth in Exhibit A, attached and incorporated by this reference; and,

**WHEREAS**, Consultant represents that it is qualified and able to perform services; and,

**WHEREAS**, Health and Safety Code section 13861(f) authorizes the District to enter into contracts under Public Contract Code section 20810 *et seq.*

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

1. **Term of Agreement.** The Term of this Agreement shall extend from April 1, 2026 ("Effective Date") to March 31, 2028 (the "Termination Date").
2. **Consultants Services.** Consultant shall perform the services described in Exhibit A ("Scope of Work" and/or "Services") to the full satisfaction of District.
3. **Time of Performance.** Consultant shall perform the Services on or by the Termination Date set forth in Agreement section 1, unless extended in writing by the parties pursuant to the terms of this Agreement.
4. **Compensation.** District agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the Services required by this Agreement the Consideration set forth in Exhibit B, attached and incorporated by this reference ("Payment"). District shall pay Consultant in accordance with the schedule of payment set forth in Exhibit B.
5. **Independent Consultant.** Consultant is and shall at all times remain, as to District, a wholly independent consultant. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant ' s employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any maimer, represent that it or any of its agents or employees are in any manner agents or employees of District.
6. **Assignment.** Consultant shall not assign or attempt to assign any portion of this Agreement without prior written approval by District.

7. **Responsible Principal of Consultant.** The Responsible Principal of the Consultant is Eric R. Schmitt, MD, MPH, FACEP, FAAP, who shall be the individual responsible for Consultant's obligations under this Agreement and shall service as principal liaison between District and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of District.
8. **Personnel.** Consultant represents that it has, or shall secure at its own expense, all personnel required to the perform Consultant's services under this Agreement. Consultant shall assign only competent personnel. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from District of such desire of District, cause the removal of such person or persons.
  - a. **Employment Eligibility.** Consultant shall ensure that all employees of Consultant and any subcontractor retained by Consultant in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986, any amendments thereto and all applicable labor laws in effect at the time of this Agreement. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.
9. **Changes to Scope of Work.** District may, by written notice, initiate any change to the Scope of Work. A corresponding equitable change in the Payment of this Agreement will be made for each change ordered as mutually agreed upon by the parties in writing.
10. **Interests of Consultant.** Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement.
11. **Responsibility of Consultant.** Consultant shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Consultant or any subcontractor, to the District, its elected and appointed officials, officers , attorneys, agents, employees, volunteers and each of them from any and all loss or damage on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Consultant or of any subcontractors.
12. **Insurance.** Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "INSURANCE REQUIREMENTS," which is attached and incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
  - a. Consultant shall procure and maintain for the duration of this Agreement insurance as set forth in Exhibit C, attached and incorporated by this reference.

- b. Consultant agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.
- c. Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor' s work. Subcontractors hired by Consultant agree to be bound to Consultant and District in the same manner and to the same extent as Consultant is bound to District under this Agreement and any other applicable contract documents. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the District.
- d. Consultant shall require each of its sub-consultants or subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.
- e. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.
- f. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may terminate this Agreement.
- g. At all times during the term of this Agreement, Consultant shall maintain on file with the District a certificate or certificates of the required insurance as set forth in Exhibit C showing that the required insurance policies are in effect in the required amounts.
- h. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.

**13. Indemnification.** To the fullest extent permitted by law Consultant agrees to defend (with legal counsel selected by the District), including, without limitation, cost and fees of litigation, to defend, indemnify and hold harmless District, its elected and appointed officials, officers, attorneys, agents, employees, volunteers and each of them from and against any and all liability, loss, damage, expense, costs of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to

comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

- a. General. This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this section. By execution of this Agreement, Consultant acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Consultant.
- b. Survival. Consultant and any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- c. No Limitation by Insurance Obligations. The defense and indemnification obligations of this Agreement undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- d. Scope. This Section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California.

#### **14. Termination.**

- a. In addition to any other rights of termination and suspension set forth in this Agreement or at law, either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party.
- b. The District may terminate this Agreement at any time without prior notice in the event that Consultant commits a material breach of the terms of this Agreement.
- c. In the event of termination of this Agreement by District, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the provisions of this paragraph exceed the amount which would be paid to Consultant for the full performance of the Scope of Work under this Agreement.

- d. Upon termination, this Agreement shall become of no further force or effect and all parties shall be discharged from their duties and obligations under this Agreement. Notwithstanding, the provisions of this Agreement concerning retention of records, District's rights to material produced, confidential information, Consultant's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

**15. Notice.** All notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for Consultant by its Responsible Principal and for District by the Fire Chief, or, for either party, by such officer as it may, from time to time, be authorized to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail or overnight express carrier. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as follows:

**Consultant shall address notices to:**

Dustin Hail, District Chief  
210 S. Academy Ave.  
Sanger, CA 93657  
Phone: (559) 281-4300  
[Dustin.Hail@fire.ca.gov](mailto:Dustin.Hail@fire.ca.gov)

**District shall address notices to:**

Eric R. Schmitt, MD, MPH, FACEP, FAAP  
9637 N. Stanford Ave  
Clovis CA 93619  
C: 504-220-6083  
[eric.schmitt@ucsf.edu](mailto:eric.schmitt@ucsf.edu)

**16. Prevailing Wages.** In accordance with the provisions of sections 1770 *et seq.* of the California Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Consultant will be required to pay all persons employed on the project by the Consultant's sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, sections 1770,1773,1773.1." These documents may be obtained from the State of California.

**17. Compliance with Laws.**

- a. In General. Consultant shall observe and comply with all laws, policies, general rules and regulations established by District and shall comply with the common law and all laws, ordinances, codes and regulations of governmental

agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.

- b. Labor Laws. Consultant shall comply with and adhere to all applicable labor laws, including, but not limited to, alien labor, prevailing wages, etc. Consultant shall comply with all applicable provisions of the California Labor Code.
- c. Drug-free Workplace. Consultant's employees and subcontractors shall comply with the District's policy of maintaining a drug-free workplace. Neither Consultant nor Consultant's employees and/or subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 USC Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Consultant or any employee or subcontractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Consultant shall notify the District within five (5) days.
- d. Discrimination Prohibited. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Consultant and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Harassment Prohibited. Consultant and Consultant's employees and subcontractors shall comply with the District's Workplace Harassment and Discrimination Policy.

**18. Facilities and Equipment.** Except as set forth in Exhibit D ("Facilities and Equipment"), Consultant shall, at its sole cost and expense, furnish all facilities and

equipment, which may be required for completing the Scope of Work pursuant to this Agreement. District shall furnish to Consultant only the facilities and equipment listed in Exhibit D according to the terms and conditions set forth in Exhibit D.

**19. Special Conditions.**

- a. Documentation of hourly work required; periodic evaluation of performance required.
- b. For additional requirements, see attached Scope of Work.

**20. Exhibits.** All exhibits referred to in this Agreement are attached and incorporated by this reference.

**21. Benefits and Taxes.** Consultant shall not have any claim under this Agreement or otherwise against District for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, for which Consultant shall indemnify and hold District harmless from any and all liability that District may incur because of Consultant's failure to pay such taxes. District shall have no obligation whatsoever to pay or withhold any taxes on behalf of Consultant.

**22. Dispute Resolution.** Should any dispute arise concerning any provisions of this Agreement, or the parties' rights and obligations hereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to commencing any legal action, the complaining party shall provide to the other party thirty (30) days' written notice of the intent to take such action; provided that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the thirty (30) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that either party may have.

**23. Default and Remedies.**

- a. Events of Default. Each of the following shall constitute an event of default hereunder:
  - i. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the District determines the health, welfare, or safety of the public is immediately endangered; or
  - ii. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such

breach, if the breach is such that the District determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the District determines it will reasonably require more than fifteen (15) days to cure, Consultant shall not be in default if Consultant promptly commences the cure and diligently proceeds to completion of the cure.

- b. Remedies upon Default. Upon any Consultant default, District shall have the right to immediately suspend or terminate the Agreement, seek specific performance, contract with another party to perform this Agreement and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.

**24. Attorneys' Fees.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

**25. Documents and Records.**

- a. Property of District. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Consultant pursuant to this Agreement shall become the property of District upon completion of the work to be performed hereunder or upon termination of this Agreement.
- b. Retention of Records. Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Consultant shall retain and, upon written request by District, make available to the District or any party designated by the District this Agreement, and such books, documents and records of Consultant and subcontractor that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to District.

**26. Inspection of Books and Records.** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

**27. Confidential Information.** Consultant shall hold any confidential information received from District in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Consultant shall return materials which contain any confidential information to District. Consultant may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Consultant which relates to District's past,

present, and future activities, as well as activities under this Agreement, including but not limited to requirements of the Health Insurance Portability and Accountability Act, which information is not otherwise of public record under California law.

28. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.
29. **Waiver.** Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
30. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
31. **Agreement Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
32. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein.
33. **Jurisdiction and Severability.** This Agreement shall be governed and construed in accordance with California law. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Fresno. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal Courts shall be in the United States District Court for the Eastern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Fresno County, California; however, nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
34. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and District.

IN WITNESS WHEREOF, Fresno County Fire Protection District and Consultant do hereby agree to the full performance of the terms set forth herein. Executed the 1<sup>st</sup> day of April, 2026 at Fresno County, California.

**FRESNO COUNTY FIRE  
PROTECTION DISTRICT**

**CONSULTANT**

By: \_\_\_\_\_  
Dustin Hail, District Chief

By: \_\_\_\_\_  
Eric R. Schmitt, MD, MPH, FACEP, FAAP

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
William D. Ross, District Counsel

## EXHIBIT A

### SCOPE OF WORK

#### Medical Director Scope of Work

The Medical Director shall maintain an active and unrestricted license to practice medicine in the State of California.

The Medical Director shall serve as the clinical authority for the Fresno County Fire Protection District (“District”) Advanced Life Support (“ALS”) program and will ensure that all prehospital emergency medical services provided by the District meet applicable standards of care and comply with local, state, and federal regulations. The Medical Director will work collaboratively with District leadership to support the delivery of safe, effective, and high-quality emergency medical care to the community.

The Medical Director shall provide clinical leadership and medical oversight for the District’s ALS personnel, including paramedics and other advanced life support providers. This oversight includes establishing, reviewing, and maintaining medical policies, procedures, and treatment guidelines that govern ALS patient care. The Medical Director shall ensure that all clinical care provided by District personnel is compliant with protocols and policies established by the Central California EMS Agency, the regional Local Emergency Medical Services Agency (“LEMSA”) for Fresno, Kings, Madera and Tulare Counties, as well as with accepted evidence-based medical practices. The Medical Director will also review and approve the ALS scope of practice for District personnel and provide guidance on appropriate clinical interventions, medications, and medical procedures utilized in the field.

The Medical Director will assist the District in the development, implementation, and ongoing review of clinical protocols, policies, and procedures related to the ALS program. This includes ensuring that clinical protocols remain consistent with the requirements of the local EMS agency and reflect current standards of emergency medical care. The Medical Director may also provide clinical input and approval regarding the adoption of new medications, treatment modalities, medical technologies, or specialized ALS procedures.

The Medical Director shall oversee a continuous quality improvement (CQI) and quality assurance (QA) program for the ALS system. This responsibility includes periodic review of patient care reports, evaluation of ALS interventions, and review of complex or high-risk patient encounters. The Medical Director will provide clinical feedback to ALS personnel as appropriate and may conduct case reviews or morbidity and mortality reviews when necessary. The Medical Director shall participate in other risk management activities, as requested. Through the CQI process, the Medical Director will help identify opportunities for improvement in patient care and training needs among District personnel.

The Medical Director will support the professional development and continuing education of ALS personnel within the District. This support may include assisting with the development of continuing education programs, providing clinical training or educational presentations, and supporting competency validation for ALS skills and procedures. The Medical Director will provide

performance evaluations as requested, and focused education for any clinical team member on a performance improvement plan. The Medical Director may also participate in orientation or training activities for newly assigned paramedics or ALS personnel and provide guidance regarding emerging practices and developments in prehospital emergency medicine.

In addition to clinical oversight, the Medical Director will provide consultation to the District regarding operational and medical aspects of the ALS program. This may include reviewing and approving medical equipment and medications used by ALS personnel, advising on infection control practices, and assisting with the development of medical components of operational policies. The Medical Director may also provide guidance related to medical operations during large-scale emergencies, disasters, or mass casualty incidents when appropriate.

The Medical Director shall be available to provide consultation regarding complex patient care situations, clinical questions from ALS personnel, or significant patient care events. The Medical Director may also assist the District in reviewing adverse events or patient safety concerns and provide recommendations to support improvements in patient care and system performance.

The Medical Director will assist the District in maintaining compliance with applicable regulatory requirements governing ALS programs, including regulations established by the California EMS Authority and policies of the Central California EMS Agency. This may include providing documentation or support necessary for ALS program approval, renewal, or regulatory review, as well as assisting with controlled substance accountability and other medical oversight responsibilities required for ALS operations. The Medical Director shall participate in the regional healthcare system and serve as liaison between the District and the various health care facilities and other health care providers, including but not limited to sending and receiving hospitals and physicians, emergency medical services (“EMS”) services, and state and local EMS advisory committees.

The Medical Director shall create a workplace that fosters community, respects the inherent dignity of every person, promotes employee participation, and ensures safety and well-being of all personnel. The Medical Director shall maintain a high level of professionalism, and appropriate personal interactions and communications. The Medical Director will maintain regular communication with District leadership and may participate in meetings related to the ALS program, including quality improvement meetings, program planning discussions, or other meetings as reasonably requested by the District. Through this collaboration, the Medical Director will support the continued development and effectiveness of the District’s Fire-Based ALS program.

#### District Obligations

The District shall ensure that the Medical Director has access to run reports (PCRs), medical records, dispatch logs, personnel files, and other documents as needed to fulfill the obligations of this Agreement. The District shall assist the Medical Director in preparation of EMS documents and reports as requested. The District shall provide access to computer-generated data and software and other equipment on an as needed basis to accomplish the Scope of Work.

The District shall enforce employee remedial training as required in writing by the Medical Director.

The District shall allow clinical team members to function only at a level of practice authorized by the Medical Director.

## **EXHIBIT B**

### **PAYMENTS AND SCHEDULE OF PAYMENTS**

#### **Compensation**

1. The District shall compensate the Medical Director for a flat rate of \$3000.00 per month for Services provided under the scope of this agreement on and after the Agreement effective date. The Medical Director will provide up to 15 hours per month performing Services for the District under the scope of this agreement. Additional hours that may be required for the Medical Director to perform these services will be reported by the Medical Director to the District and will be paid at a rate of \$225.00 per hour.
2. Medical Director shall submit an itemized statement to District on District approved form for its services performed, including documentation setting forth in detail a description of services rendered, and the hours of service, if above Retainer amount described in paragraph number one (1). District shall compensate Medical Director the amount of such billing within thirty (30) days receipt of same.
3. Additional services (including those beyond the scope of services in the Agreement), which are mutually agreed upon in advance and in writing by the Parties, will be paid at the Medical Director's hourly rate, or at a flat fee as agreed. By the Parties. The District will reimbursable or pay for necessary expenses (which may include, but are not limited to, materials or supplies, DEA registration fees for sites under the Medical Director's supervision, organizational membership dues and conference/meeting registration fees [e.g., Emergency Medical Director of California]) with prior approval. Reimbursement of such expenses shall be in accordance with the District policies and practices, which at a minimum shall require submission of documents, receipts, or invoices evidencing such expenses. The District shall reimburse the Medical Director for reasonable and necessary travel and business expenses in accordance with the District's travel policies. A copy of the policies will be provided to the Medical Director.

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### Professional Liability Insurance.

1. The District shall provide appropriate professional medical liability insurance to cover the Medical Director while acting within the scope of his or her duties and shall continue to cover the Medical Director after the Medical Director ceases serving for any claims that arise as a result of the services performed hereunder during the Original Term or any extension thereof. This insurance shall not apply to the Medical Director's personal acts of errors or omissions of a professional nature outside of this Agreement.
2. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Consultant shall furnish District with copies of original endorsements affecting coverage required by this Exhibit C. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by District before work commences. District has the right to require Consultant's or Consultant's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### Commercial General Liability (CGL)

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:**

- X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (11011-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.

Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Consultant, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions)**

The Consultant' s Liability policy shall be endorsed to waive any right of subrogation as respects the District, its elected and appointed officials, officers, attorneys, agents, employees and volunteers.

- X Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

Insurance appropriate to the Consultant's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate.

### **Workers' Compensation Insurance**

Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Consultant provides written verification, it has no employees)*

The Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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Eric R. Schmitt, MD, MPH, FACEP, FAAP

### **Consultant's or Consultant's Pollution Legal Liability**

Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim and **\$2,000,000** policy aggregate.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain the following provisions:

#### **Additional-Insured Status**

The insurance policies are to contain, or be endorsed to contain the following provision:

The District, its elected and appointed officials, officers, attorneys, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

### **Primary Coverage**

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the District, its elected and appointed officials, officers, attorneys, agents, employees and volunteers. Any insurance or self-insurance maintained by the District, its elected and appointed officials, officers, attorneys, agents, employees and volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

### **Waiver of Subrogation**

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by Consultant, its employees, agents and subcontractors.

### **Deductibles and Self-Insured Retentions ("SIR")**

Any deductibles or self-insured retentions must be declared to and approved by District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its elected and appointed officials, officers, attorneys, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to District for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the District.

District reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best' s rating of no less than A:VII, unless otherwise acceptable to District.

Claims Made Policies: (note - should be applicable only to professional liability, see below).

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the District for review.

### **Verification of Coverage**

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at anytime.

### **Special Risks or Circumstances**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

### **Failure to Comply**

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected and appointed officials, officers, attorneys, agents, employees and volunteers.

### **Applicability of Coverage**

Each insurance policy required above shall contain or be endorsed to contain that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## **EXHIBIT D**

### **FACILITIES AND EQUIPMENT**

District shall furnish physical facilities such as desks, ,conference space, as may be reasonably necessary for Consultant's use while consulting with District employees and reviewing records and the information in possession of District. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of District.. Consultant shall not use such services, premises, facilities, supplies or equipment for any purpose other than in the performance of Consultant's obligations under this Agreement.