

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of August, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **K.W.P.H. ENTERPRISES**, doing business as **AMERICAN AMBULANCE**, a California Corporation, whose address is 910 Garner Avenue Hanford, CA 93230, hereinafter referred to as "AMERICAN -KINGS".

WITNESSETH:

WHEREAS, requests for ambulance services throughout Kings County are transferred by Kings County law and fire agencies to the COUNTY's Emergency Medical Services (EMS) Communications Center for emergency medical dispatch services; and

WHEREAS, COUNTY provides EMS dispatching services, including receipt and processing of requests for ambulance services, provision of pre-arrival instructions, dispatch of appropriate ambulances, and notification of first responder agencies, when necessary; and

WHEREAS, COUNTY prefers to have a written EMS dispatch agreement with AMERICAN-KINGS for use of the COUNTY's EMS Communications Center in order to be consistent with all other users of the COUNTY's EMS Communications Center and to assure appropriate compensation is received for use of the COUNTY's EMS Communications Center; and

WHEREAS, AMERICAN-KINGS desires to receive EMS dispatching services from COUNTY's EMS Communications Center; and

WHEREAS, COUNTY's EMS Communications Center is staffed and operated by AMERICAN's Fresno County operations ("AMERICAN-FRESNO") through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance Services, dated May 16, 2017 (COUNTY Agreement No. A-17-218, "EMS PROVIDER Agreement"), as amended, by and between COUNTY and AMERICAN-FRESNO; and

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

1. SERVICES

A. Subject to AMERICAN-KINGS timely paying COUNTY for EMS dispatching

Services (defined in Section 4 herein):

(1) COUNTY shall be responsible for the dispatching equipment, hardware, software (including software licenses), and other technologies, which will be utilized for the triage and entry of information for AMERICAN-KINGS's EMS dispatch services in COUNTY's EMS Communications Center computer aided dispatch ("CAD") system, in connection with COUNTY's performance of its EMS dispatch services for AMERICAN-KINGS under this Agreement. In the event that AMERICAN-KINGS requests additional technologies, not currently available in COUNTY's EMS Communications Center, AMERICAN-KINGS shall be solely responsible for all costs to purchase and maintain said technology and/or equipment; and

(2) COUNTY shall be responsible for selection, configuration, installation, and maintenance of all dispatching equipment, hardware, software and other technologies associated with this Agreement. All dispatching equipment, hardware, software (including software licenses), and other technologies purchased and/or obtained through this Agreement shall be the sole property of COUNTY; and

(3) COUNTY shall provide EMS dispatch services requiring responses by AMERICAN-KINGS as follows:

(a) COUNTY's EMS Communication Center shall provide all EMS dispatch services in accordance with AMERICAN-KINGS's policies and procedures affecting AMERICAN-KINGS under this Agreement (to the extent that they do not conflict with EMS Agency policy and procedures). AMERICAN-KINGS's policies and procedures shall be subject to review by COUNTY's EMS Director, or his or her designee (the "COUNTY's Representative"), as provided in Section 1.C.(2) herein.

(b) COUNTY's EMS Communication Center shall dispatch AMERICAN-KINGS ambulances through radio and electronic communications, and in accordance with AMERICAN-KINGS and EMS Agency policies and procedures. AMERICAN-KINGS shall work collaboratively with COUNTY on policies and procedures that are consistent with other agencies that are being dispatched in COUNTY's EMS Communications Center.

(c) COUNTY's EMS Communications Center shall provide pre-

1 arrival instructions to callers requesting EMS dispatch services.

2 (d) COUNTY's EMS Communications Center shall provide inter-
3 agency coordination regarding requests for EMS and first responder services, mutual aid and auto
4 aid services, and order specialized EMS related equipment from AMERICAN-KINGS or other
5 agencies (e.g., supervisor, rescue team, or "jaws of life") which may be needed to manage an
6 incident, and perform other related duties.

7 (e) COUNTY's EMS Communications Center shall track all activity of
8 AMERICAN-KINGS's ambulances and supervisor vehicles utilizing the COUNTY's EMS
9 Communications Center CAD system.

10 (f) COUNTY shall record all telephone and radio transmissions and
11 provide instant playback as needed. COUNTY shall retain recordings for a minimum of one-hundred
12 eighty (180) days.

13 (g) COUNTY shall provide reports to AMERICAN-KINGS as
14 requested. COUNTY must be given sufficient time to develop custom adhoc reports or reports that
15 are not already developed.

16 (h) COUNTY shall provide one (1) radio operator for dispatching of
17 AMERICAN-KINGS's ambulances and equipment twenty-four (24) hours a day, seven (7) days a
18 week. AMERICAN-KINGS understands that the radio operator is not dedicated for the sole purpose
19 of AMERICAN-KINGS and that the radio operator may be dispatching other fire and EMS providers.
20 COUNTY shall provide that dispatch staff shall be trained in emergency medical dispatch.

21 (i) COUNTY shall provide that a minimum of one (1) dispatch
22 supervisor shall be on duty at COUNTY's EMS Communications Center twenty-four (24) hours a day,
23 seven (7) days a week. The supervisor shall be available to AMERICAN-KINGS's administration as
24 needed.

25 (j) COUNTY shall maintain an up-to-date policies and procedures
26 for all dispatch staff, and shall provide for training and continuing education of dispatch staff as
27 needed.

(k) The goal for the immediate dispatch of an ambulance, in accordance with COUNTY's dispatch protocols, and excluding multiple unit responses, reassigned responses and other situations beyond the COUNTY's EMS Communications Center control, shall be sixty (60) seconds. The dispatch time will be measured from the time the telephone is answered by the call taker to the time the first ambulance is alerted to the incident either by radio, telephone, pager or station alerting device. A review shall occur for all cases in which dispatches are over ninety (90) seconds, and results will be evaluated for improvement opportunities by the EMS Dispatch Continuous Quality Improvement (CQI) Committee.

It is understood that because of the dynamic nature of emergency services, there are situations when the sixty (60) second dispatch goal may not be achieved. Examples of these situations include, but are not limited to:

1. Calls not received through the 9-1-1 telephone system.
2. Calls that do not immediately geo-verify in the CAD.
3. Calls in which the public safety answering points dispatcher does not immediately transfer the calling party.
4. Calls in which the reporting party is either unable or unwilling to immediately provide all required information as part of the call taking process (i.e., non-English speaking, hysterical, or uncooperative).

B. It is understood by the parties hereto that COUNTY's provision of EMS dispatch services herein does not include any COUNTY provision of ambulance services, and that COUNTY is providing EMS dispatch services herein to AMERICAN-KINGS on a non-exclusive basis.

C. AMERICAN-KINGS shall perform the following functions:

(1) AMERICAN-KINGS shall provide ambulance services for all incidents dispatched by COUNTY's EMC Communications Center that require the response of an ambulance.

(2) AMERICAN-KINGS shall consult with COUNTY's Representative in developing AMERICAN-KINGS policies and procedures as it relates to EMS dispatching. AMERICAN-KINGS shall not approve AMERICAN-KINGS policies and procedures relating to

1 dispatch until first having conferred with COUNTY's Representative and such representative agrees
2 that such policies and procedures are not inconsistent with the COUNTY's EMS Communication
3 Center's Policies and Procedures, and that AMERICAN-KINGS's policies and procedures do not
4 create additional workload for staff or impact other programs in the COUNTY's EMS Communications
5 Center.

6 (3) AMERICAN-KINGS shall provide continuing education and training to
7 COUNTY's EMS Communications Center radio operators and staff regarding the dispatching and
8 management of AMERICAN-KINGS resources, as needed.

9 (4) AMERICAN-KINGS shall assure that all calls to AMERICAN-KINGS for
10 ambulance service are immediately transferred to COUNTY's EMS Communications Center.

11 (5) AMERICAN-KINGS agrees to participate in an internal quality
12 improvement program, which includes the participation of COUNTY and PROVIDER.

13 (6) AMERICAN-KINGS shall be responsible for the provision and
14 maintenance of all radio and computer equipment in AMERICAN-KINGS ambulances and vehicles.

15 **2. TERM**

16 A. The term of this Agreement shall be for a period of sixteen months, commencing
17 on July 1, 2019 through October 31, 2020.

18 B. Upon the termination of this Agreement, COUNTY shall promptly provide
19 AMERICAN-KINGS with the data generated through the EMS dispatch services provided herein in a
20 commonly usable electronic format.

21 **3. TERMINATION**

22 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
23 provided hereunder, are contingent on the approval of funds by the appropriating governmental
24 agency, provided however, should sufficient funds not be allocated, (i) the services provided may be
25 modified at any time upon the parties' mutual written agreement, or (ii) this Agreement may be
26 terminated at any time by AMERICAN-KINGS giving at least ninety (30) days' advance written notice
27 of an intention to terminate to the other party.

28 B. Without Cause - Under circumstances other than those set forth above, this

1 Agreement may be terminated by AMERICAN-KINGS or COUNTY upon the giving of at least ninety
2 (90) days' advance written notice of an intention to terminate to the other party.

3 C. Material Breach - Either party may terminate this Agreement at any time for
4 cause for the other party's material breach of its obligations herein if not less than thirty (30) days'
5 advance, written notice has been given to the other party and such breach remains uncured within
6 that thirty (30) day period. The party receiving such notice may respond to said notice and any
7 charges contained therein within that thirty (30) day period.

8 D. AMERICAN-KINGS shall compensate or provide funding to COUNTY for any
9 services

10 performed or costs incurred under this Agreement prior to any termination of this Agreement.

11 **4. COMPENSATION FOR SERVICES**

12 A. For COUNTY's performance of EMS dispatch services herein, AMERICAN-
13 KINGS agrees to pay COUNTY and COUNTY agrees to receive compensation pursuant to Exhibit A,
14 attached hereto and incorporated herein by this reference. In no event shall compensation for
15 COUNTY's performance of EMS dispatch services under this Agreement be in excess of the amounts
16 listed as follows:

17 (1) For the period of July 1, 2019 through October 31, 2020, the amount of
18 this Agreement shall not exceed Fifty-Eight Thousand Fifty-Three and 00/100 Dollars (\$58,053.00).

19 B. AMERICAN-KINGS shall pay COUNTY no later than the fifteenth (15th) day of
20 the month in which payment is required pursuant to Schedule A, without the necessity of COUNTY
21 submitting invoices to AMERICAN-KINGS. All payments shall be remitted to COUNTY at the
22 following address: Department of Public Health – Emergency Medical Services Division, P.O. Box
23 11867, Fresno, CA 93775.

24 **5. INVOICING**

25 COUNTY shall invoice AMERICAN-KINGS monthly, addressed to American
26 Ambulance, 2911 Tulare Ave, Fresno, California 93721.

27 **6. INDEPENDENT CONTRACTOR**

28 In performance of the work, duties, and obligations assumed by COUNTY under this

1 Agreement, it is mutually understood and agreed that COUNTY, including any and all of COUNTY's
2 officers, agents, and employees will at all times be acting and performing as an independent
3 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee,
4 joint venture, partner, or associate of AMERICAN-KINGS. Furthermore, AMERICAN-KINGS shall
5 have no right to control or supervise or direct the manner or method by which COUNTY shall perform
6 its work and function, except for COUNTY's compliance with AMERICAN-KINGS policies and
7 procedures, herein. However, AMERICAN-KINGS shall retain the right to administer this Agreement
8 so as to verify that COUNTY is performing its obligations in accordance with the terms and conditions
9 thereof. COUNTY and AMERICAN-KINGS shall comply with all applicable provisions of law and the
10 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
11 directly or indirectly the subject of this Agreement.

12 Because of its status as an independent contractor, COUNTY shall have absolutely no
13 right to employment rights and benefits available to AMERICAN-KINGS employees. COUNTY shall
14 be solely liable and responsible for providing to, or on behalf of, its employees all legally-required
15 employee benefits. In addition, COUNTY shall be solely responsible and save AMERICAN-KINGS
16 harmless from all matters relating to payment of COUNTY's employees, including compliance with
17 Social Security, withholding, and all other regulations governing such matters. It is acknowledged
18 that during the term of this Agreement, COUNTY may be providing services to others unrelated to
19 AMERICAN-KINGS or to this Agreement.

20 In performance of the work, duties and obligations assumed by AMERICAN-KINGS under this
21 Agreement, it is mutually understood and agreed that AMERICAN-KINGS, including any and all of the
22 AMERICAN-KINGS'S officers, agents, and employees will at all times be acting and performing as an
23 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
24 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
25 right to control or supervise or direct the manner or method by which AMERICAN-KINGS shall perform
26 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to
27 verify that AMERICAN-KINGS is performing its obligations in accordance with the terms and conditions
28 thereof.

1 Because of its status as an independent contractor, AMERICAN-KINGS shall have absolutely
2 no right to employment rights and benefits available to COUNTY employees. AMERICAN-KINGS
3 shall be solely liable and responsible for providing to, or on behalf of, its employees all
4 legally-required employee benefits. In addition, AMERICAN-KINGS shall be solely responsible and
5 save COUNTY harmless from all matters relating to payment of AMERICAN-KINGS' employees,
6 including compliance with Social Security withholding and all other regulations governing such
7 matters. It is acknowledged that during the term of this Agreement, AMERICAN-KINGS may be
8 providing services to others unrelated to the COUNTY or to this Agreement.

9 **7. MODIFICATION**

10 Any matters of this Agreement may be modified from time to time by the written consent
11 of all the parties hereto without, in any way, affecting the remainder.

12 **8. HOLD-HARMLESS**

13 A. AMERICAN-KINGS agrees to indemnify, save, hold harmless, and at
14 COUNTY's request, defend COUNTY, including its officers, agents, and employees, from any and all
15 costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses
16 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
17 AMERICAN-KINGS, including its officers, agents, or employees under this Agreement, and from any
18 and all costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and
19 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by
20 the performance, or failure to perform, of AMERICAN-KINGS, including its officers, agents, or
21 employees under this Agreement.

22 B. COUNTY agrees to indemnify, save, hold harmless, and at AMERICAN-KINGS'
23 request, defend AMERICAN-KINGS, including its officers, agents, and employees from any and all
24 costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses
25 occurring or resulting to AMERICAN-KINGS in connection with the performance, or failure to perform,
26 by COUNTY, including its officers, agents, employees or PROVIDER, under this Agreement, and
27 from any and all costs and expenses (including attorneys' fees and costs), damages, liabilities,
28 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or

damaged by the performance, or failure to perform, of COUNTY, including its officers, agents, employees or PROVIDER under this Agreement.

C. In the event of concurrent negligence on the part of COUNTY or any of its officers, agents, employees or PROVIDER, and of AMERICAN-KINGS or any of its officers, agents, or employees, the liability for any and all such claims, demands and actions in law or equity for such costs and expenses (including attorneys' fees and costs), damages, and losses shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

D. This Section 8 shall survive termination or expiration of this Agreement.

9. INSURANCE

Without limiting the indemnification of each party as stated in Section 8 above, it is understood and agreed that AMERICAN-KINGS and COUNTY shall each maintain, at their sole expense, the following insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, and workers' compensation exposure. Each party will provide the other party with an appropriate Commercial General Liability insurance certificate with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000) along with an appropriate endorsement naming the other party as an additional insured on the Commercial General Liability policy. .

Additional Requirements Relating to Insurance

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

written notice given to COUNTY.

AMERICAN-KINGS hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. AMERICAN-KINGS is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but AMERICAN-KINGS' waiver of subrogation under this paragraph is effective whether or not AMERICAN-KINGS obtains such an endorsement.

Within thirty (30) days from the date AMERICAN-KINGS signs this Agreement, AMERICAN-KINGS shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the AMERICAN-KINGS has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under AMERICAN-KINGS's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event AMERICAN-KINGS fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event. All policies shall be with admitted insurers

1 licensed to do business in the State of California. Insurance purchased shall be purchased from
2 companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

3 COUNTY shall cause AMERICAN-KINGS to maintain insurance coverage that is consistent with the
4 requirements of this Agreement, and COUNTY will cause PROVIDER to submit to AMERICAN-
5 KINGS the necessary Certificates of Insurance and endorsements.

6 **10. CONFIDENTIALITY**

7 All services performed by COUNTY under this Agreement shall be in strict conformance
8 with all applicable Federal, State of California and/or local laws and regulations relating to
9 confidentiality.

10 **11. NON-DISCRIMINATION**

11 During the performance of this Agreement, neither party may unlawfully discriminate
12 against any employee or applicant for employment, or recipient of services, because of race, religion,
13 color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital
14 status, age or gender, pursuant to all applicable State of California and Federal statutes and
15 regulations.

16 **12. RECORDS**

17 Each party shall maintain its records in connection with the respective services referred
18 to under this Agreement. Such records must be maintained for a minimum of three (3) years.
19 Records must also be maintained a minimum of three (3) years after the termination of this
20 Agreement. The party generating the records shall maintain ownership of the records upon
21 termination of this Agreement.

22 **13. AUDITS AND INSPECTIONS**

23 Each party shall at any time during business hours, and as often as the other party may
24 deem necessary, make available to the other party for examination all of the former party's records
25 and data with respect to the matters covered by this Agreement. Each party shall, upon request by
26 the other party, permit the other party to audit and inspect all such records and data necessary to
27 ensure the former party's compliance with the terms of this Agreement.

28 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), COUNTY

1 shall be subject to the examination and audit of the State Auditor for a period of three (3) years after
2 final payment under contract (Government Code section 8546.7).

3 **14. PROVIDER**

4 The parties hereto acknowledge that PROVIDER, or its replacement, if any during the
5 term of the PROVIDER Agreement, will carry out COUNTY's provision of dispatching services herein.
6 In the event of any such replacement of PROVIDER, the replacement EMS Provider Agreement will
7 be on substantially the same terms as the EMS Provider Agreement to the extent that it concerns this
8 Agreement, as provided herein.

9 **15. FORCE MAJEURE**

10 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to
11 carry out its obligations under this Agreement, that party shall give to the other party hereto prompt
12 written notice of the Force Majeure with full particulars relating thereto. Thereupon, the obligations
13 of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended
14 during, but no longer than, the continuance of the Force Majeure, except for a reasonable time
15 thereafter required to resume performance.

16 B. During any period in which either party hereto is excused from performance by
17 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,
18 diligently, and in good faith take all reasonable action required in order for it to be able to promptly
19 commence or resume performance of its obligations under this Agreement. Without limiting the
20 generality of the foregoing, the party so excused from performance shall, during any such period of
21 Force Majeure, take all reasonable action necessary to terminate any temporary restraining order
22 or preliminary or permanent injunctions to enable it to so commence or resume performance of its
23 obligations under this Agreement.

24 C. The party whose performance is excused due to the occurrence of an event of
25 Force Majeure shall, during such period, keep the other party hereto notified of all such actions
26 required in order for it to be able to commence or resume performance of its obligations under this
27 Agreement.

28 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and

1 other extraordinary causes not reasonably within the control of either of the parties hereto.

2 **16. NOTICES**

3 The persons having authority to give and receive notices under this Agreement and
4 their addresses include the following:

5 COUNTY

6 Director, County of Fresno
7 Department of Public Health
P.O. Box 11867
Fresno, CA 93775

5 AMERICAN

6 American Ambulance
President
2911 E Tulare Street
7 Fresno, California 93721

8 Any and all notices between COUNTY and AMERICAN provided for or permitted under
9 this Agreement or by law shall be in writing and shall be deemed duly served when personally
10 delivered to one of the parties hereto, or in lieu of such personal service, when deposited in the
11 United States Mail, postage prepaid, addressed to such party, except for notices of termination, which
12 are effective upon receipt. Notices under this Agreement are not modifications to this Agreement.

13 **17. GOVERNING LAW**

14 The parties hereto agree, that for the purposes of venue, performance under this
15 Agreement is to be in Fresno County, California.

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

18 **18. SEVERABILITY**

19 The provisions of this Agreement are severable. The invalidity or unenforceability of
20 any one provision in the Agreement shall not affect the other provisions.

21 **19. ENTIRE AGREEMENT**

22 This Agreement constitutes the entire agreement between AMERICAN-KINGS and
23 COUNTY with respect to the subject matter hereof and supersedes all previous agreement
24 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of
25 any nature whatsoever unless expressly included in this Agreement. This Agreement may be
26 executed in several counterparts by the parties hereto, in which case, all of such executed duplicate
27
28

1 counterpart originals thereof, taken together, shall be deemed to be one and the same legal
2 instrument.

3 **20. NO THIRD PARTY BENEFICIARIES**

4 Notwithstanding anything stated to the contrary in this Agreement, there shall not be
5 any intended third party beneficiaries to this Agreement.

6 **21. DISCLOSURE OF SELF-DEALING TRANSACTIONS:**

7 This provision is only applicable if Contractor is operating as a corporation (a for-profit or non-
8 profit corporation) or if during the term of this Agreement, Contractor changes its status to operate as a
9 corporation.

10 Members of Contractor's Board of Directors shall disclose any self-dealing transactions that
11 they are a party to while Contractor is providing goods or performing services under this Agreement.
12 A self-dealing transaction shall mean a transaction to which Contractor is a party and in which one or
13 more of its directors has a material financial interest. Members of the Board of Directors shall disclose
14 any self-dealing transactions that they are a party to by completing and signing a *Self-Dealing*
15 *Transaction Disclosure Form*, attached hereto as Exhibit B and by this reference incorporated herein,
16 and submitting it to County prior to commencing with the self-dealing transaction or immediately
17 thereafter.

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

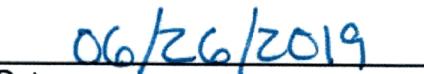
3 **CONTRACTOR**

4 **K.W.P.H. ENTERPRISES, dba**

5 **AMERICAN AMBULANCE**

6 
President, K.W.P.H. Enterprises

7 
Print Name

8 
Date

9 **COUNTY OF FRESNO**

10 
11 Nathan Magsig, Chairman of the Board of
12 Supervisors of the County of Fresno

13 **ATTEST:**

14 Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

15
16
17 By: Susan Bishop
18 Deputy

19 **FOR ACCOUNTING USE ONLY:**

20 ORG No.: 56201693

21 Account No.: 5039

EXHIBIT A

Month	Payment Due
Jul 2019	\$3,451.50
Aug 2019	\$3,451.50
Sep 2019	\$3,451.50
Oct 2019	\$3,451.50
Nov 2019	\$3,451.50
Dec 2019	\$3,451.50
Jan 2020	\$3,624.00
Feb 2020	\$3,624.00
Mar 2020	\$3,624.00
Apr 2020	\$3,624.00
May 2020	\$3,624.00
Jun 2020	\$3,624.00
Jul 2020	\$3,900.00
Aug 2020	\$3,900.00
Sep 2020	\$3,900.00
Oct 2020	\$3,900.00

EXHIBIT B

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

Mail the completed form to: County of Fresno
Attn: Lease Services (L-305)
Internal Services Department
2220 Tulare Street, Suite 2100
Fresno, CA 93721-2106

(1) Company Board Member Information:

Name:	Todd R. Valeri	Date:	06/20/2019
Job Title:	President / CEO		

(2) Company/Agency Name and Address:

TRV Properties, LP and American Ambulance Billing, LP
2911 East Tulare St
Fresno, CA 93721

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

Todd Valeri owns and controls both entities. TRV Properties, LP leases real property to K.W.P.H. Enterprises and American Ambulance Billing, LP provides billing and accounting services to K.W.P.H Enterprises.

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

Corporations Code 5233 is inapplicable because neither TRV Properties, LP nor American Ambulance Billing, LP are a California Public Benefit Corporation.

(5) Authorized Signature

Signature:		Date:	06/20/2019
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