

EMERGENCY MEDICAL SERVICES AGREEMENT

This Service Agreement ("Agreement") is dated February 25, 2025 and is between City of Selma, a Municipal Corporation, ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. Division 2.5 of the California Health and Safety Code (commencing with Code Section 1797; the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act," or the "EMS Act") governs the administration and provision of emergency medical services ("EMS"), including emergency ambulance services.

B. County, through its Department of Public Health, is authorized to develop and implement an EMS program for the administration of EMS, including emergency ambulance services, to residents and visitors in Fresno County, pursuant to Health and Safety Code Section 1797.200.

C. County, through its Department of Public Health, has been designated as the Local EMS Agency ("EMS Agency") for the County of Fresno pursuant to California Health and Safety Code Section 1797.200.

D. County and its EMS Agency recognize the need for an EMS System, established and operating in accordance with the EMS Act, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures for the coordinated and effective provision of EMS, including emergency ambulance services, for those residents and visitors in Fresno County who may become ill or injured.

E. The EMS Agency has developed and is continuing to develop and implement a local plan for EMS in Fresno County (the "EMS Plan").

F. County and Contractor entered into Agreement 24-389 ("Original Agreement"), effective July 1, 2024, for the authorization of paramedic ambulance services in Ambulance Service Zone "G" on a non-exclusive basis.

G. County and Contractor have agreed to terminate the Original Agreement and supersede with the following Agreement.

H. Pursuant to California Health and Safety Code Sections 1797.85 and 1797.224, the

1 EMS Agency, upon the recommendation of County, may create one or more Exclusive
2 Operating Areas (EOA) in the development of the EMS Plan, without a competitive process for
3 selecting providers pursuant to the EMS Plan, if the local EMS Agency amends the EMS Plan to
4 continue the use of an existing provider or providers operating within Fresno County in the
5 manner and scope in which the services have been provided without interruption since January
6 1, 1981 (each, a "Grandfather EOA"), provided that the EMS Agency obtains the State EMS
7 Authority's approval of an amendment to the EMS Plan that includes such Grandfather EOA
8 and such services provided therein.

9 I. Contractor represents that Contractor has been providing emergency ambulance
10 services without interruption in the geographical area of its historical service area known as
11 Fresno County Ambulance Service Zone "G," and commonly known as the "Selma Area,"
12 covering the incorporated areas of Selma, Fowler, and portions of the incorporated areas of
13 Parlier, and adjoining unincorporated areas to all such areas since 1969.

14 J. Contractor represents that Contractor has been providing emergency ambulance
15 services in Fresno County Ambulance Service Zone "G" in the manner and scope in which the
16 services have been provided without interruption since January 1, 1981, and that the
17 Contractor's continued provision of emergency ambulance services in Fresno County
18 Ambulance Service Zone "G" qualifies such area, including Contractor's services provided
19 therein and under this Agreement, as a Grandfather EOA.

20 K. Contractor desires to provide emergency ambulance services, as authorized by law,
21 within Fresno County Ambulance Service Zone "G," as a Grandfather EOA, pursuant to the
22 terms and conditions of this Agreement.

23 L. Contractor will be ultimately responsible for all response time and performance
24 compliance of all subcontractors of emergency ambulance services for the Selma Area.

25 M. One of the purposes of this Agreement is to memorialize emergency ambulance
26 services that Contractor has been providing and will be providing without interruption in Fresno
27 County Ambulance Service Zone "G" in the same manner and scope since January 1, 1981.

28 N. County and its EMS Agency believe that the restriction of operations of the number of

1 providers of emergency ambulance service in Fresno County Ambulance Service Zone “G,” as
2 a Grandfather EOA, as provided herein, will continue to maintain a stable and cost effective
3 system of ambulance services generally in Fresno County, and in Fresno County Ambulance
4 Service Zone “G” in particular, that provides high quality medical care to residents and visitors
5 within Fresno County.

6 O. Pursuant to California Health and Safety Code Sections 1797.85 and 1797.224, the
7 EMS Agency, upon the recommendation of County, amended the EMS Plan to create a
8 Grandfather EOA for emergency ambulance service in Fresno County Ambulance Service Zone
9 “G” in order to restrict the number of providers of emergency ambulance services to Contractor
10 upon the terms and conditions of County EMS Policy #200

11 P. The State EMS Authority approved such amendment to the EMS Plan.

12 The parties therefore agree that County Agreement No. 24-389 shall be superseded and
13 replaced in its entirety by this Agreement, and further agree as follows:

14 **Article 1**

15 **EMS Agency**

16 1.1 The parties acknowledge that the County’s Department of Public Health has been
17 designated as the Local EMS Agency of the County with authority to plan, implement and
18 evaluate an emergency medical services system in Fresno County pursuant to California Health
19 and Safety Code Sections 1797.200 and 1797.204.

20 1.2 The parties also acknowledge that the Local EMS Agency has implemented County
21 EMS Policy #200 (Authorization of Ambulance Provider Agencies in Fresno County).

22 1.3 The parties acknowledge and agree that the EMS Agency, upon the
23 recommendation of County’s Board of Supervisors for the creation of the Grandfather EOA, has
24 the authority to create and enforce the Grandfather EOA, by restricting emergency ambulance
25 services therein to Contractor’s emergency ambulance services, without undertaking a
26 competitive selection process, and to amend the EMS Plan accordingly, subject to approval
27 thereof by the State EMS Authority, all pursuant to California Health and Safety Code Sections
28 1797.85 and 1797.224.

1.4 The parties further acknowledge that the EMS Medical Director of the County's Department of Public Health has the authority set forth in Health and Safety Code Section 1798. Contractor shall operate its prehospital emergency medical care services program in conformity with the medical policies, procedures and standards issued, and amended, by the Local EMS Agency (hereinafter collectively referred to as the "County EMS Policies and Procedures," and individually referred to as "County EMS Policy #").

1.5 Neither the fact that this Agreement is entered into nor anything contained in this Agreement shall be construed as an admission by either party hereto regarding Contractor's legal authority, if any, to plan, implement, and operate within or without its corporate boundaries a system of prehospital emergency medical services (including, but not limited to, ambulance services) independent of County's authorization or approval.

Article 2

Contractor's Services

2.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

2.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

2.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 3

Scope of Agreement

3.1 This Agreement only authorizes the provision of ground emergency ambulance services in the areas described in Exhibit B-1. The parties acknowledge and agree that the parties' execution of this Agreement shall fulfill any and all of the requirements for a written agreement with the EMS Agency for agencies providing Advanced Life Support services as specified in Division 9, Chapter 4, of Title 22 of the California Code of Regulations.

1 **Article 4**

2 **Duties of County and EMS Agency**

3 4.1 **Duties of County.** County shall have the following duties under this Agreement:

4 (A) Designate an EMS Agency for County's EMS program.

5 (B) Provide emergency ambulance dispatching services through the County EMS
6 Communications Center to Contractor, as provided herein.

7 (C) Provide communications infrastructure and certain communications
8 equipment to Contractor, as provided herein.

9 (D) Provide compensation to Contractor, as provided herein, for Contractor's
10 satisfactory performance of its services under this Agreement.

11 4.2 **Duties of EMS Agency.** The EMS Agency shall have the following duties under this
12 Agreement:

13 (A) Maintain and administer an EMS System consistent with state law and
14 regulation, for a system of emergency ambulance services and advanced life support
15 (paramedic) services and medical direction.

16 (B) Provide a system of medical oversight/medical direction for the EMS System
17 and coordinated quality assurance and quality improvement programs for the EMS System.

18 (C) Cause the County EMS Communications Center to coordinate requests for
19 emergency ambulance services, including emergency ambulance service areas that are outside
20 of the Selma EOA but within Fresno County, and EMS aircraft coordination.

21 (D) Assist Contractor in developing, implementing, and maintaining an internal
22 field supervision system to provide evaluation of Contractor's prehospital personnel providing
23 service according to the standards established by the EMS Agency.

24 (E) Perform periodic and annual inspections of Contractor's ambulance service
25 records, vehicles, facilities, personnel certifications, and patient billings.

26 4.3 **Administration of Agreement.** County and EMS Agency shall have the authority to
27 administer this Agreement in order to monitor the performance of services that are the subject of
28 this Agreement. EMS Agency shall have the authority to review and, in its discretion, approve or

disapprove of contractual commitments made by Contractor to third parties when such commitments would extend beyond the term of this Agreement.

Article 5

Dispatch and Communications

5.1 County shall provide emergency ambulance dispatch services, including a dispatch/communications facility (hereinafter referred to as "County EMS Communications Center"), sufficient to handle all requests for emergency ambulance service within the Selma EOA and areas served by Contractor through Mutual Aid and Instant Aid. County will operate or cause the County EMS Communications Center to be operated by County's exclusive provider of emergency ambulance services in the Fresno-Clovis metropolitan area. Contractor shall not have the right or obligation, under this Agreement, to operate the County EMS Communications Center. Contractor will be responsible for responding to all requests for emergency ambulance service received by County and forwarded to Contractor for transporting all patients that require emergency ambulance service within the Selma EOA and areas served by Contractor through Mutual Aid and Instant Aid. Communication system infrastructure (authorization for the use of medical radio frequencies and repeaters for those frequencies under the coordination and control of County) will be provided by County for Contractor's use under this Agreement.

5.2 All radio and telephone communications, including pre-arrival instructions and time track shall be recorded on tape or other media and kept for a minimum of one hundred eighty (180) days. Upon the request of Contractor, County shall retain voice-recorded media beyond the required one hundred eighty (180) days for unusual occurrences or where there has been a request by a member of the public to preserve such media.

5.3 County shall dispatch to and communicate with Contractor's emergency ambulance units, and keep a record thereof (computer record or dispatch card) in a manner consistent with Federal and State laws, and County EMS Policies and Procedures.

5.4 Contractor shall ensure that each emergency ambulance unit utilized in the performance of services under this Agreement is equipped with emergency alerting devices capable of notifying emergency ambulance personnel of the response need, and radio

communications equipment sufficient to meet or exceed the requirements of County EMS Policies and Procedures.

Article 6

Compensation and Consideration

6.1 County shall not be obligated to raise taxes, or to adopt or approve any tax measures to provide funds, in order to compensate Contractor in connection with this Agreement. The only compensation payable by County to Contractor for Contractor's satisfactory performance of its services under this Agreement is as follows in section 6.2 below

6.2 **Compensation to Contractor.** County shall provide compensation to Contractor for the satisfactory performance of its services as provided herein through June 2025.

(A) County shall pay to Contractor a monthly lump-payment of One Thousand One Hundred Twenty-Five and 00/100 Dollars (\$1,125.00) for estimated dry runs and uncollectible charges from execution of contract through June 30, 2025.

(B) The total maximum compensation payable under the Agreement, for the period of February 1, 2025 through June 30, 2025, shall not exceed Five Thousand Six Hundred Twenty-Five and No/100 Dollars (\$5,625.00).

6.3 **No Compensation after June 2025.** County shall be under no obligation to provide further compensation to Contractor starting July 1, 2025.

6.4 **Consideration.** The parties acknowledge and agree that their respective covenants made to the other party and benefits received from the other party under this Agreement shall form the basis of the consideration exchanged between them under this Agreement.

6.5 **Software Costs by County.** Contractor shall be responsible for any software costs incurred by County for the purposes of Computer-aided-dispatch or patient care reports caused by compatibility with Contractor's software.

6.6 **Contractor's Fee for Service.** The parties recognize that Contractor charges a fee for its services to recipients of such services, and that County and EMS Agency are not responsible for setting Contractor's rates for such fees. Notwithstanding anything stated to the contrary in the foregoing sentence, Contractor's fees for such services shall not exceed the

1 reasonable and customary rates for such services under the circumstances, and such fees, and
2 Contractor's billing and collection practices, shall be in compliance with all Federal, State, and
3 local laws, and regulations.

4 **Article 7**

5 **Term of Agreement**

6 7.1 **Term.** This Agreement is effective upon execution by both parties and terminates on
7 June 30, 2027, except as provided in section 7.2, "Extension," or Article 9, "Termination and
8 Suspension," below.

9 7.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
10 year periods only upon written approval of both parties at least 30 days before the first day of
11 the next one-year extension period. The Director of the Department of Public Health or his or
12 her designee is authorized to sign the written approval on behalf of the County based on the
13 Contractor's satisfactory performance. The extension of this Agreement by the County is not a
14 waiver or compromise of any default or breach of this Agreement by the Contractor existing at
15 the time of the extension whether or not known to the County.

16 **Article 8**

17 **Notices**

18 8.1 **Contact Information.** The persons and their addresses having authority to give and
19 receive notices provided for or permitted under this Agreement include the following:

20 **For the County:**

21 Director, Department of Public Health
22 County of Fresno
23 P.O. Box 11867
Fresno, CA 93775
CCEMSA@fresnocountyca.gov

24 **For the Contractor:**

25 City of Selma
26 Attn; Fire Chief
1711 Tucker Street
Selma, CA 93662

27 8.2 **Change of Contact Information.** Either party may change the information in section
28 8.1 by giving notice as provided in section 8.3.

8.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

8.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 9

Termination and Suspension

9.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- 1 (A) Modify the services provided by the Contractor under this Agreement; or
2 (B) Terminate this Agreement.

3 **9.2 Termination for Breach.**

4 (A) Upon determining that a breach (as defined in paragraph (C) below) has
5 occurred, the County may give written notice of the breach to the Contractor. The written
6 notice may suspend performance under this Agreement, and must provide at least 30
7 days for the Contractor to cure the breach.

8 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
9 time stated in the written notice, the County may terminate this Agreement immediately.

10 (C) For purposes of this section, a breach occurs when, in the determination of the
11 County, the Contractor has:

- 12 (1) Obtained or used funds illegally or improperly;
13 (2) Failed to comply with any part of this Agreement;
14 (3) Submitted a substantially incorrect or incomplete report to the County; or
15 (4) Improperly performed any of its obligations under this Agreement.

16 **9.3 Termination without Cause.** In circumstances other than those set forth above, the
17 County may terminate this Agreement by giving at least 30 days advance written notice to the
18 Contractor.

19 **9.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
20 under this Article 9 is without penalty to or further obligation of the County.

21 **9.5 County's Rights upon Termination.** Upon termination for breach under this Article
22 9, the County may demand repayment by the Contractor of any monies disbursed to the
23 Contractor under this Agreement that, in the County's sole judgment, were not expended in
24 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
25 demand. This section survives the termination of this Agreement.

26 **Article 10**

27 **Confidentiality**

28 **10.1 Confidentiality.** All services performed by the Contractor under this Agreement shall

1 be in strict conformance with all applicable Federal, State of California and/or local laws and
2 regulations relating to confidentiality, including all Health Insurance Portability Accounting Act
3 (HIPAA) Regulations.

4 **Article 11**

5 **Independent Contractor**

6 11.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
7 agents, employees, and volunteers, is at all times acting and performing as an independent
8 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
9 venturer, partner, or associate of the County.

10 11.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
11 manner or method of the Contractor's performance under this Agreement, but the County may
12 verify that the Contractor is performing according to the terms of this Agreement.

13 11.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
14 right to employment rights or benefits available to County employees. The Contractor is solely
15 responsible for providing to its own employees all employee benefits required by law. The
16 Contractor shall save the County harmless from all matters relating to the payment of
17 Contractor's employees, including compliance with Social Security withholding and all related
18 regulations.

19 11.4 **Services to Others.** The parties acknowledge that, during the term of this
20 Agreement, the Contractor may provide services to others unrelated to the County.

21 **Article 12**

22 **Mutual Indemnity and Defense**

23 12.1 **Contractor's Indemnity to County.** The Contractor shall indemnify and hold
24 harmless and defend the County (including its officers, agents, employees, and volunteers)
25 against all claims, demands, injuries, damages, costs, expenses (including attorney fees and
26 costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party
27 that arise from or relate to the performance or failure to perform by the Contractor (or any of its
28 officers, agents, subcontractors, or employees) under this Agreement. The County may conduct

1 or participate in its own defense without affecting the Contractor's obligation to indemnify and
2 hold harmless or defend the County.

3 **12.2 County's Indemnity to Contractor.** The County shall indemnify and hold harmless
4 and defend the Contractor (including its officers, agents, employees, and volunteers) against all
5 claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
6 penalties, and liabilities of any kind to the Contractor, the County, or any third party that arise
7 from or relate to the performance or failure to perform by the County (or any of its officers,
8 agents, subcontractors, or employees) under this Agreement. The Contractor may conduct or
9 participate in its own defense without affecting the County's obligation to indemnify and hold
10 harmless or defend the Contractor.

11 **12.3 5150 Indemnity.** County agrees to protect, defend, indemnify and hold harmless the
12 Contractor, its officers, agents and employees, from claims brought by persons Contractor
13 transports at the request of a peace officer or individual authorized by Welfare and Institutions
14 Code Section 5150 to cause a person to be taken into custody, but only insofar as those claims
15 are based on acts inherent in carrying out the detention of the person as requested by the
16 peace officer or authorized individual. This indemnity shall not extend to claims for negligence
17 in the provision of transportation or to any medical care provided during transport. This section
18 shall in no way obligate the County to provide such protection, indemnification or defense to the
19 extent of negligent or wrongful acts or omissions by the Contractor, its officers, employees,
20 agents or contractors except as explicitly stated above.

21 **12.4** The aforesaid indemnity and hold harmless clauses by Contractor and County shall
22 apply to all damages and claims for damages of every kind suffered, or alleged to have been
23 suffered by the party to be indemnified, including but not limited to attorney fees and court costs,
24 by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the
25 insurance policies or Central San Joaquin Valley Risk Management Authority (CSJVRMA)
26 Program or self-insurance of the indemnifying party shall have been determined to be applicable
27 to any such damages or claims for damages.

1 12.5 **Grandfathered EOA – Hold Harmless.** The parties recognize that there has been a
2 proliferation of litigation challenging governmental actions in the administration of EMS.
3 Because the creation and enforcement of the Selma EOA would directly benefit Contractor in
4 that the Selma EOA is expected to ensure stability in the provision of emergency ambulance
5 services to the Selma EOA, and thereby directly benefit Contractor, Contractor is agreeable to
6 indemnifying, defending and holding harmless County and the EMS Agency herein for the EMS
7 Agency creating the Selma EOA and enforcing Selma EOA in order that County and the EMS
8 Agency shall bear no fiscal or financial burden whatsoever resulting from any litigation
9 challenging such actions of the EMS Agency.

10 Contractor agrees to save, indemnify, hold harmless and, at County's request, defend
11 County, including the County's Department of Public Health, the EMS Agency, their respective
12 officers, agents, employees, contractors, attorneys, EMS Medical Directors, the County's Board
13 of Supervisors, each member of the County's Board of Supervisors (collectively, the
14 "Indemnified Parties"), from and against any and all litigation, actions, suits, claims,
15 proceedings, demands, liabilities, and their resulting expenses, costs (including but not limited
16 to court costs and attorney's fees charged by or awarded to any party, settlement payments,
17 and amounts paid to discharge judgments), judgments, damages, and penalties of any nature
18 whatsoever occurring or resulting to, or threatened against the Indemnified Parties arising from,
19 resulting from, or in connection with any of the Indemnified Parties' actions (or failure to take
20 actions) in creating the Selma EOA, amending the EMS Agency's local EMS Plan as stated
21 herein, enforcing the restriction of services in the Selma EOA to Contractor's exclusive provision
22 of services as stated herein, or taking any other actions (or failure to take actions) to maintain
23 and enforce the Selma EOA. In carrying out its obligation to defend the Indemnified Parties,
24 Contractor shall provide a law firm to the Indemnified Parties, provided however, Fresno County
25 Counsel shall select such law firm, and Contractor shall have the right to approve such law firm,
26 which approval shall not be unreasonably withheld. Such law firm shall have recognized
27 expertise in antitrust and EMS law. Within thirty (30) days from the date that Contractor receives
28 an invoice from County requesting payment, Contractor shall reimburse County for the defense

1 counsel's attorneys' fees and costs and expenses (including defense counsel's court costs and
2 expenses, and the fees, costs and expenses of expert consultants used by defense counsel)
3 related to the representation of the Indemnified Parties in the action, suit, proceeding, or
4 litigation brought or threatened against the Indemnified Parties. Contractor shall also directly
5 pay to any Indemnified Party, within thirty (30) days from the date that Contractor receives an
6 invoice from County requesting payment, for any item for which indemnification herein is
7 provided by Contractor to the Indemnified Parties, and for which the Indemnified Party is
8 obligated to pay to a third party. The EMS Agency shall be justified in refusing to enforce the
9 Selma EOA, or in terminating the Selma EOA, unless the Indemnified Parties shall first be
10 indemnified and defended herein to their satisfaction. Any settlement of any actual or threatened
11 action, suit, proceeding, or litigation in connection with this Agreement shall be subject to
12 approval of County and the EMS Agency.

13 12.6 **Survival.** This Article 12 survives the termination of this Agreement.

14 **Article 13**

15 **Insurance**

16 13.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
17 Agreement.

18 **Article 14**

19 **Inspections, Audits, and Public Records**

20 14.1 **Inspection of Documents.** The Contractor shall make available to the County, and
21 the County may examine at any time during business hours and as often as the County deems
22 necessary, all of the Contractor's records and data with respect to the matters covered by this
23 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
24 request by the County, permit the County to audit and inspect all of such records and data to
25 ensure the Contractor's compliance with the terms of this Agreement.

26 14.2 **State Audit Requirements.** If the compensation to be paid by the County under this
27 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
28 California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
3 to be paid by the County under this Agreement is also provided by Federal funding.

4 **14.3 Public Records.** The County is not limited in any manner with respect to its public
5 disclosure of this Agreement or any record or data that the Contractor may provide to the
6 County. The County's public disclosure of this Agreement or any record or data that the
7 Contractor may provide to the County may include but is not limited to the following:

8 (A) The County may voluntarily, or upon request by any member of the public or
9 governmental agency, disclose this Agreement to the public or such governmental
10 agency.

11 (B) The County may voluntarily, or upon request by any member of the public or
12 governmental agency, disclose to the public or such governmental agency any record or
13 data that the Contractor may provide to the County, unless such disclosure is prohibited
14 by court order.

15 (C) This Agreement, and any record or data that the Contractor may provide to the
16 County, is subject to public disclosure under the Ralph M. Brown Act (California
17 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

18 (D) This Agreement, and any record or data that the Contractor may provide to the
19 County, is subject to public disclosure as a public record under the California Public
20 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
21 with section 6250) ("CPRA").

22 (E) This Agreement, and any record or data that the Contractor may provide to the
23 County, is subject to public disclosure as information concerning the conduct of the
24 people's business of the State of California under California Constitution, Article 1,
25 section 3, subdivision (b).

26 (F) Any marking of confidentiality or restricted access upon or otherwise made with
27 respect to any record or data that the Contractor may provide to the County shall be
28 disregarded and have no effect on the County's right or duty to disclose to the public or

1 governmental agency any such record or data.

2 14.4 **Public Records Act Requests.** If the County receives a written or oral request
3 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
4 and which the County has a right, under any provision of this Agreement or applicable law, to
5 possess or control, then the County may demand, in writing, that the Contractor deliver to the
6 County, for purposes of public disclosure, the requested records that may be in the possession
7 or control of the Contractor. Within five business days after the County's demand, the
8 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
9 possession or control, together with a written statement that the Contractor, after conducting a
10 diligent search, has produced all requested records that are in the Contractor's possession or
11 control, or (b) provide to the County a written statement that the Contractor, after conducting a
12 diligent search, does not possess or control any of the requested records. The Contractor shall
13 cooperate with the County with respect to any County demand for such records. If the
14 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
15 CPRA or other applicable law, it must deliver the record or data to the County and assert the
16 exemption by citation to specific legal authority within the written statement that it provides to
17 the County under this section. The Contractor's assertion of any exemption from disclosure is
18 not binding on the County, but the County will give at least 10 days' advance written notice to
19 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
20 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
21 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
22 failure to produce any such records, or failure to cooperate with the County with respect to any
23 County demand for any such records.

24 **Article 15**

25 **Disclosure of Self-Dealing Transactions**

26 15.1 **Applicability.** This Article 15 applies if the Contractor is operating as a corporation,
27 or changes its status to operate as a corporation.

28 15.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a

1 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
2 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to
3 the County before commencing the transaction or immediately after.

4 15.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
5 a party and in which one or more of its directors, as an individual, has a material financial
6 interest.

7 **Article 16**

8 **General Terms**

9 16.1 **Modification.** Except as provided in Article 9, "Termination and Suspension," this
10 Agreement may not be modified, and no waiver is effective, except by written agreement signed
11 by both parties. The Contractor acknowledges that County employees have no authority to
12 modify this Agreement except as expressly provided in this Agreement.

13 16.2 **Non-Transferable Agreement.** Contractor shall not (either voluntarily or by
14 operation of law) assign, convey or transfer this Agreement, or any portion hereof, without the
15 prior, express written permission of County and the EMS Agency as provided in this Subsection
16 16.2(B), herein, provided however, Contractor may assign, convey or transfer its obligations to
17 perform non-EMS related services (e.g., janitorial, food service, or building maintenance), to a
18 third party. Without limiting the generality of the foregoing sentence:

19 (A) Contractor shall not (either voluntarily or by operation of law) assign, convey or
20 transfer any of Contractor's rights under this Agreement without the prior, express
21 written permission of County and the EMS Agency.

22 (B) Contractor shall not (either voluntarily or by operation of law) assign, convey,
23 transfer, delegate or subcontract any of Contractor's obligations under this Agreement
24 without the prior, express written permission of County and the EMS Agency as provided
25 in section 16.3 below.

26 (C) If Contractor (either voluntarily or by operation of law) assigns, conveys or
27 transfers this Agreement, or any part of this Agreement, including any right hereunder, in
28 violation of this Subsection 16.2(B), such assignment, conveyance or transfer shall be

1 void.

2 16.3 **Use of Sub-Contractors.** Contractor's use of sub-contractors for the direct provision
3 of emergency ambulance services, or partial staffing for such services, is subject to the prior
4 written permission of County's Board of Supervisors and the County's Director of the
5 Department of Public Health, or his/her designee, acting for the EMS Agency. Contractor's use
6 of any other sub-contractors is subject to the prior written permission of County's Department of
7 Public Health, or designee, acting for the EMS Agency. Contractor's "use of sub-contractors" in
8 the provision of services shall include the delegation by Contractor to a third party of
9 Contractor's obligations under this Agreement.

10 If Contractor elects to use sub-contractors in the provision of any services under this
11 Agreement, and the use thereof is permitted by County and, as applicable, the EMS Agency, as
12 provided herein, Contractor in any event shall be responsible for such sub-contractor's
13 performance, and Contractor shall remain the sole point of contact in the provision of services
14 under this Agreement. County and the EMS Agency retain the right to deny requests for use of
15 sub-contractors.

16 16.4 **Rights and Remedies Not Waived.** Contractor agrees, warrants, represents and
17 guarantees that Contractor's services herein specified shall be completed for the compensation
18 provided for in this Agreement; and that Contractor's provision of services herein, and the
19 payment therefore by County, shall not prevent County from maintaining any legal action
20 against Contractor for Contractor's failure to perform such services in accordance with this
21 Agreement. In no event shall payment of compensation by County hereunder constitute or be
22 construed to be a waiver by County of any breach or any default that may then exist on the part
23 of Contractor, and the payment of such compensation while any such breach or default exists,
24 shall in no way impair or prejudice any right or remedy available to County with respect to such
25 breach or default.

26 County's and the EMS Agency's exercise of any rights or remedies under this
27 Agreement shall not preclude County or the EMS Agency from exercising any other right or
28 remedy under this Agreement or provided by law. Such rights and remedies may be exercised

1 by County and the EMS Agency cumulatively. If County or the EMS Agency desires to waive
2 any right or the exercise of any remedy under this Agreement, such waiver shall only be in
3 writing and signed by a duly authorized officer or agent of County or the EMS Agency, as
4 applicable. If County or the EMS Agency should waive any breach or default by Contractor of
5 any provision of this Agreement, County and the EMS Agency shall not thereby be deemed to
6 have waived any preceding or succeeding breach or default of the same or any other provision
7 of this Agreement.

8 16.5 **Governing Law.** The laws of the State of California govern all matters arising from
9 or related to this Agreement.

10 16.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
11 County, California. Contractor consents to California jurisdiction for actions arising from or
12 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
13 brought and maintained in Fresno County.

14 16.7 **Construction.** The final form of this Agreement is the result of the parties' combined
15 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
16 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
17 against either party.

18 16.8 **Days.** Unless otherwise specified, "days" means calendar days.

19 16.9 **Headings.** The headings and section titles in this Agreement are for convenience
20 only and are not part of this Agreement.

21 16.10 **Severability.** If anything in this Agreement is found by a court of competent
22 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
23 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
24 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
25 intent.

26 16.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
27 not unlawfully discriminate against any employee or applicant for employment, or recipient of
28 services, because of race, religious creed, color, national origin, ancestry, physical disability,

1 mental disability, medical condition, genetic information, marital status, sex, gender, gender
2 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
3 all applicable State of California and federal statutes and regulation.

4 16.12 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
5 of the Contractor under this Agreement on any one or more occasions is not a waiver of
6 performance of any continuing or other obligation of the Contractor and does not prohibit
7 enforcement by the County of any obligation on any other occasion.

8 16.13 **Force Majeure.**

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

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

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

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

2 16.14 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
3 between the Contractor and the County with respect to the subject matter of this Agreement,
4 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
5 publications, and understandings of any nature unless those things are expressly included in
6 this Agreement. If there is any inconsistency between the terms of this Agreement without its
7 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
8 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
9 exhibits.

10 16.15 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
11 create any rights or obligations for any person or entity except for the parties.

12 16.16 **Authorized Signature.** The Contractor represents and warrants to the County that:

13 (A) The Contractor is duly authorized and empowered to sign and perform its
14 obligations under this Agreement.

15 (B) The individual signing this Agreement on behalf of the Contractor is duly
16 authorized to do so and his or her signature on this Agreement legally binds the
17 Contractor to the terms of this Agreement.

18 16.17 **Electronic Signatures.** The parties agree that this Agreement may be executed by
19 electronic signature as provided in this section.

20 (A) An "electronic signature" means any symbol or process intended by an individual
21 signing this Agreement to represent their signature, including but not limited to (1) a
22 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
23 electronically scanned and transmitted (for example by PDF document) version of an
24 original handwritten signature.

25 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
26 equivalent to a valid original handwritten signature of the person signing this Agreement
27 for all purposes, including but not limited to evidentiary proof in any administrative or
28 judicial proceeding, and (2) has the same force and effect as the valid original

1 handwritten signature of that person.

2 (C) The provisions of this section satisfy the requirements of Civil Code section
3 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
4 Part 2, Title 2.5, beginning with section 1633.1).

5 (D) Each party using a digital signature represents that it has undertaken and
6 satisfied the requirements of Government Code section 16.5, subdivision (a),
7 paragraphs (1) through (5), and agrees that each other party may rely upon that
8 representation.

9 (E) This Agreement is not conditioned upon the parties conducting the transactions
10 under it by electronic means and either party may sign this Agreement with an original
11 handwritten signature.

12 16.18 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
13 original, and all of which together constitute this Agreement.

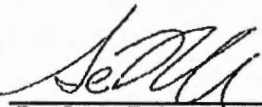
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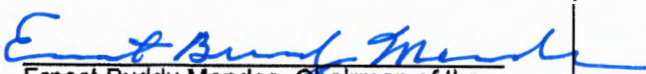
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The parties are signing this Agreement on the date stated in the Introductory clause.

CITY OF SELMA

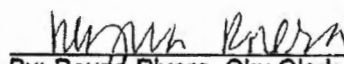
COUNTY OF FRESNO


By: Scott Robertson, Mayor


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno


Attest:

Attest:
Bernice E. Seldel
Clerk of the Board of Supervisors
County of Fresno, State of California


By: Reyna Rivera, City Clerk

Approved to form:

By: 
Deputy


By City Attorney

For accounting use only:

Org No.: 56201695
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

1. Duties of Contractor

A. Contractor shall perform its duties under this Agreement at its own cost and expense.

B. Contractor shall provide (i) emergency ambulance services to County Ambulance Service Zone "G," hereinafter referenced as "Selma EOA," as more fully described herein, and (ii) all reasonable Mutual Aid and Instant Aid to those providers of EMS operating within the Fresno County Ambulance Service Zones that are adjacent to Contractor's response areas and in all such instances through such manner, means and resources, including, without limitation, EMS personnel, management and supervision thereof, field operations, facilities, billing and account collection services, all EMS equipment and maintenance thereof, in service training of Contractor's personnel, quality improvement monitoring, purchasing and inventory control, and related support services, provided however, nothing contained herein shall be construed, either expressly or impliedly, as an authorization for Contractor to administer an EMS System in Contractor's service area. All vehicles used in Contractor's provision of services under this Agreement, all on-board durable or reusable equipment (unless otherwise stated in this Agreement), all communication infrastructure (except for radio frequencies and repeater sites currently maintained by County for dispatch and hospital communications, which will be available for Contractor's use under this Agreement) and all other equipment and software employed by Contractor in the provision of these services shall be furnished by Contractor.

C. Contractor shall provide data and records concerning the services provided by Contractor under this Agreement to County and EMS Agency in a manner consistent with the requirements in this Agreement, shall cooperate with and timely respond to the EMS Agency and the EMS Medical Director on matters related to patient care.

D. Notwithstanding anything stated to the contrary in this Agreement, this is a performance-based Agreement in which Contractor's services are based on the requirement to achieve minimum results in this Agreement, and that Contractor promises, covenants, warrants and agrees to employ, at Contractor's sole costs and expense, whatever level of effort,

Exhibit A

personnel, equipment and other resources (collectively, the "Level of Effort") is necessary to achieve the clinical, response standards, and other performance results required by the terms and conditions of this Agreement. Not later than thirty (30) days after the parties' execution of this Agreement, Contractor shall provide, in writing to the EMS Agency, Contractor's initial vehicle deployment plan. The vehicle deployment plan shall identify static locations (i.e., stations) where Contractor's vehicles are normally based, and shall identify "move-up" or "posting" locations that are used to expand vehicle areas of coverage when one or more of Contractor's vehicles are committed to an incident or are out of service. Contractor shall provide the EMS Agency and the County EMS Communications Center management staff with at least five (5) calendar days advanced written notice of changes in the Contractor's vehicle deployment plan to enable appropriate changes to be made in the EMS computer aided dispatch ("CAD") referred to in Exhibit A, Section 4 below. Contractor may implement temporary adjustments or modifications, which do not last longer than seventy-two (72) hours, to its vehicle deployment plan to meet operational needs or changes in demand for services without the required five (5) calendar days' notice to the EMS Agency and the County EMS Communications Center. The intent of the advanced notification is to assure the EMS Agency that the County EMS Communications Center has Contractor's most appropriate and up-to-date deployment plan that is in place and operational.

E. Contractor shall provide emergency ambulance service within the Selma EOA twenty-four (24) hours-per-day, each and every day of the year that this Agreement is in effect and always according to the terms and conditions of this Agreement.

F. Contractor shall be responsible for responding to all requests for emergency ambulance service within the Selma EOA received through the County EMS Communications Center, and for transporting all patients in the Selma EOA, that require an emergency ambulance operated by an emergency ambulance service.

G. Contractor shall be responsible for responding to all requests for emergency ambulance service, whether needed on an immediate, urgent or scheduled basis, including standby services for fire or law enforcement operations, and which are received

Exhibit A

1 directly and/or forwarded to Contractor by the County EMS Communications Center and are
2 within the Selma EOA and/or are an Instant Aid and/or Mutual Aid (as those terms are defined
3 in Exhibit A, Section 4 below) responsibility of Contractor.

4 H. County and the EMS Agency acknowledge that situations may arise
5 within the Selma EOA when the demand for ambulances exceeds Contractor's available
6 resources requiring a response by an ambulance other than Contractor's. In the event
7 Contractor is unable to respond consistent with County EMS Policies and Procedures, the
8 County EMS Communications Center will refer the request to the next appropriate agency.

9 I. At any time during the term of this Agreement, the EMS Medical Director
10 may authorize EMS Dispatch Protocols that will categorize call requests by call priority so that
11 some requests will not require an emergency ambulance dispatch. Contractor shall be an active
12 participant, along with the EMS Agency's Regional Medical Control Committee, local managed
13 care organizations, ambulance dispatchers, and the EMS Agency, in analyzing and in assisting
14 the EMS Medical Director in developing such protocols.

15 J. Contractor shall at all times meet the requirements set forth by the
16 California Highway Patrol, the California Health and Safety Code, the California Vehicle Code,
17 the State Department of Health, the California Code of Regulations, the County EMS Policies
18 and Procedures, and any other applicable statute or regulation with respect to the services,
19 equipment, personnel and materials which are the subject matter of this Agreement. In the
20 event of conflicting statutes or regulations, the statute or regulation setting forth the most
21 stringent requirements shall be adhered to by Contractor. In the event of a conflict between the
22 terms of this Agreement and any resolution or regulation of County, the terms of this Agreement
23 shall prevail.

24 K. Without limiting the generality of the foregoing provisions of this Section 1
25 of Exhibit A, Contractor shall, at a minimum:

26 1) Operate an emergency ambulance service in the Selma EOA
27 in order to meet all response and clinical standards, including County EMS Policies and
28 Procedures, in accordance with this Agreement.

Exhibit A

- 2) Employ and manage qualified ambulance personnel.
- 3) Provide or contract for employee in service training.
- 4) Provide or contract for equipment maintenance to ensure that all equipment is properly functioning in a safe manner intended by the manufacturer of such equipment.
- 5) Provide emergency ambulance units and other vehicles, as specified herein.
- 6) Furnish all fuel, lubricant, and maintenance services necessary for proper vehicle operation in a safe manner intended by the manufacturer of such equipment, and all laws and regulations governing the ownership, use and operation of emergency ambulance vehicles.
- 7) Furnish supply inventory and all necessary supplies.
- 8) Maintain good working relations with all other health care providers and personnel in Fresno County and neighboring jurisdictions.
- 9) Maintain good working relationships with fire departments in Fresno County for continued first responder support, and use of fire department facilities as ambulance posts, if applicable.
- 10) Secure new or replacement ambulance post locations, as determined by Contractor, in order to meet performance requirements set forth herein.
- 11) Maintain good working relations with law enforcement agencies in Fresno County.
- 12) Ensure courteous and professional conduct of office, and field personnel at all times and maintain neat, clean and professional appearance of personnel, equipment and facilities.
- 13) Consummate mutually beneficial support agreements with neighboring ambulance services, subject to approval by the EMS Agency.
- 14) Promote and maintain a good reputation in Fresno County, whenever possible, through participation in:

Exhibit A

- a. Publishable research
- b. Industry affairs
- c. Prompt response and follow up to inquiries and complaints
- d. Leadership and participation in community activities
- e. public information and education including, without

limitation, press relations, explanations regarding fees, regulations and EMS System operations, increasing public awareness and knowledge of the EMS System, injury/mortality prevention/reduction, and general health and safety promotion including the provision of cardiopulmonary resuscitation ("CPR") and first aid training to the public (e.g., health fairs, school programs, radio and local talk shows and business group meetings).

15) Participate actively in the EMS Agency's medical audit and continuous quality improvement process, and provide special training/support for personnel in need of remediation.

16) Maintain state and local vehicle permits and personnel certifications.

17) Cause the County EMS Policies and Procedures to be properly implemented and maintained in the field through Contractor's personnel in service training, revisions and amendments to Contractor's employee handbook, newsletters, and employee orientations.

18) Promptly advise the EMS Agency concerning financial and operational implications of changes to Contractor's services under consideration.

19) Maintain and staff a local business office, within the Selma EOA in a location that is readily accessible to the public. The business office shall be open during normal business hours and business days. Personnel at the business office shall be trained and authorized to provide necessary information to the public and customers, which is related to the billing procedures and disputed bills. Subject to prior written approval of County, Contractor may be exempted from maintaining a business office within the Selma EOA if it can demonstrate that such services can be provided effectively from an alternate location outside

Exhibit A

the Selma EOA.

20) Provide a minimum of one (1) EMS Training Officer for EMS Agency prehospital training programs.

21) Promptly provide, upon request, data and records concerning the services provided by Contractor under this Agreement to the EMS Agency and its Regional Medical Control Committee, and the Fresno County Emergency Medical Care Committee.

22) Promptly provide, upon request, in service training to first responder personnel on procedures for basic life support ("BLS") personnel to assist paramedic personnel (paramedic assist training).

23) Contractor shall restock disposable medical supplies, including automatic external defibrillator ("AED") defibrillation pads, used by non-Contractor first responder units when treatment has been provided by non-Contractor first responder personnel and patient care has been assumed by Contractor's personnel. Contractor is not responsible for restocking non-Contractor first responders' expired, damaged or lost disposable medical supplies.

2. Area Served

A. Contractor represents, covenants and warrants to County and the EMS Agency that Contractor has been providing emergency ambulance services in the Selma EOA in the manner and scope in which the services have been provided without interruption since January 1, 1981, and that Contractor is fully qualified to serve as an exclusive provider of emergency ambulance services in the Selma EOA pursuant to California Health and Safety Code Sections 1797.85 and 1797.224.

B. Contractor shall provide emergency ambulance services, on an exclusive basis, upon dispatch by County to any and all locations or incidents within the territory of the Selma EOA as shown on Exhibit B-1, attached hereto and incorporated herein by this reference, order to ensure that timely emergency ambulance services are provided to all persons in need of such services within that area. In addition, upon request by County, Contractor, to the extent consistent with its primary responsibility to provide emergency ambulance services within the

Exhibit A

territory of the Selma EOA shall provide, on a non-exclusive basis, all reasonable Mutual Aid and Instant Aid (each defined in Exhibit A, Section 4 below) to those providers of EMS operating within the Fresno County Ambulance Service Zones that are adjacent to the Selma EOA in order to ensure that timely emergency ambulance services are provided to all persons in need of such services within those other areas.

C. Contractor acknowledges and agrees that the EMS Agency created the Grandfather EOA solely for the purposes of the EMS Agency's administration of the EMS System in Fresno County and that the EMS Agency's creation of the Grandfather EOA does not in any manner create or confer upon Contractor any permanent right, privilege or entitlement whatsoever for the EMS Agency's continued operation and enforcement of the Grandfather EOA, or Contractor's continued provision of emergency ambulance services, either on an exclusive or nonexclusive basis in the Selma EOA Contractor further acknowledges and agrees that the EMS Agency may at any time, and in the EMS Agency's sole discretion, terminate the Grandfather EOA. County and the EMS Agency shall consult with Contractor prior to the EMS Agency terminating the Grandfather EOA in order to give Contractor a reasonable opportunity to discuss Contractor's concerns, if any, with County and the EMS Agency regarding the EMS Agency's proposed termination of the Grandfather EOA. During such consultation, County and the EMS Agency shall consider Contractor's concerns, if any, and respond to them. Such consultation shall be commenced by County's Department of Public of Health Director, or designee, acting for the EMS Agency, giving written notice thereof to Contractor. Such consultation shall be concluded as reasonably soon as possible under the circumstances, but shall not last longer than ten (10) EMS Agency and County business days from the date that such consultation is commenced, unless County's Department of Public Health Director, or designee, acting for the EMS Agency, extends, in writing, the consultation period. If Contractor fails or refuses to promptly provide County the indemnification and defense, as stated in Article 12 above, County and the EMS Agency need not undertake the foregoing consultation process.

D. If the EMS Agency terminates the Grandfather EOA, this Agreement shall automatically terminate, provided however, nothing contained herein shall prohibit County and

Exhibit A

Contractor from entering into a successor agreement, if any, for Contractor's provision of emergency ambulance services, on a non-exclusive basis, in the Selma EOA upon such terms and conditions that are mutually agreeable to County and Contractor..

3. Staffing and Wages in Conformance with H&S Code 1797.230

A. Contractor shall provide for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the County of Fresno and surrounding counties.

B. Contractor shall maintain staffing levels consistent with staffing levels outlined in previous contracts between the parties.

4. Services to be Provided and Performance Standards

A. Contractor shall provide appropriate emergency ambulance, "Advanced Life Support" (paramedic), "Basic Life Support", and medical equipment and personnel, in order to provide emergency ambulance services to all persons within the Selma EOA, on an exclusive, on-call basis, twenty-four (24) hours-per-day, each and every day of the year, regardless of dispatch priority, in order to meet the requirements of this Agreement.

"Advanced Life Support" services, as defined in the EMS Act, shall mean special services designed to provide definitive emergency medical care, including, but not limited to, CPR, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medical preparations, and other specified techniques and procedures administered by authorized personnel under direct supervision of a base station hospital, or according to approved written protocols.

"Basic Life Support" services, as defined in the EMS Act, shall mean emergency first aid and CPR procedures which, as a minimum, includes recognizing respiratory and cardiac arrest and starting the proper application of CPR to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Required response times under this Agreement are measured from the time Contractor is alerted for a response to the time that Contractor arrives at scene. County provides Contractor with significant flexibility in Contractor's methods of providing said services

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in order to achieve minimum results required under this Agreement. This is based upon Contractor's commitment to perform to the response time standards required under this Agreement. Therefore, a deficiency or an error by Contractor in one or more phases of its operations (e.g., vehicle deployment plan and basing model, and vehicle maintenance) shall not be the basis for the EMS Agency granting an exception to Contractor for its performance in another phase of its operation (e.g., response time performance). Required response times shall be measured in minutes and seconds, and shall be time stamped by the EMS Agency's CAD system consistent with the requirements herein.

County and the EMS Agency recognizes that dispatch operations are not a responsibility or under the control of Contractor. County and the EMS Agency acknowledge that Contractor is not to be held responsible for delays that may occur due to dispatching, and the Contractor acknowledges that the County EMS Communications Center requires adequate time to process each request (e.g., time from request received to the time of unit alert). County agrees to monitor the County EMS Communications Center to ensure that its dispatch performance remains within the standards developed by County and the local EMS Agency.

B. Required response times are measured from the time Contractor is alerted for a response until a fully staffed and equipped emergency ambulance unit arrives at the scene of the incident.

1) "Unit Alert"

Shall be defined as the moment the County EMS Communications Center alerts Contractor's emergency ambulance unit for a response

2) "At Scene"

Shall be defined as the moment when the assigned emergency ambulance unit is physically at or within one hundred (100) feet of the scene. In instances where the emergency ambulance unit responds to a location other than the scene (e.g., staging area), arrival at scene shall be the time such unit arrives at, or is within one hundred (100) feet of, the designated staging location.

3) "Failure to Report "At Scene"

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In instances when emergency ambulance units fail to report “at scene,” the time of the next communications by those units with the County EMS Communications Center shall be used as the “at scene” time. However, Contractor may appeal such instances when it can document the actual arrival time through another means (e.g., non-Contractor first responder communication recording, and automatic vehicle locator).

4) Unit Cancelled Prior to Arrival “At Scene”

Required response time standards do not apply to instances where Contractor is cancelled prior to arrival “at scene”.

C. Performance Indicators for Alerting and Initiating Response

The following performance indicators shall be used to evaluate the timeliness of Contractor’s field operations (from time of unit alert to time “at scene”) in response to requests that require an immediate dispatch (Priorities 1 and 2) or an urgent dispatch (Priorities 3 and 4). Such performance indicators are not used as standards for enforcing Contractor’s compliance with required response time standards under this Agreement. Rather, they are utilized as a means of determining whether Contractor meets the criteria for an exception to response time standards (as defined in Exhibit A, Subsection 3.E below) and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or Contractor of Contractor’s services.

1) Crew Response Phase (Priorities 1, 2, 3 and 4)

For requests for immediate responses (Priorities 1 and 2) and urgent responses (Priorities 3 and 4), the “Chute Time” is the measurement of elapsed time from “unit alert” to the time that all crewmembers are in the ambulance unit, begin response, and report on radio or mobile data terminal to the County EMS Communications Center of “unit enroute.” For Contractor’s primary ambulance units, the maximum permissible Chute Time shall be one hundred twenty (120) seconds or less. This performance indicator is a performance measurement of Contractor’s performance separate from any other performance standard in this Agreement.

2) Referral of Calls and Dispatch Delays

Exhibit A

Incidents prompting an immediate or urgent dispatch will be dispatched without delay. However, during periods of peak load, the County's EMS Communications Center may delay the referral of a new request to a provider outside of the Selma EOA to allow Contractor time to assemble another emergency ambulance using "off-duty" personnel or to allow Contractor's emergency ambulance unit(s) which are completing a call or returning to the Selma EOA to become available to manage the new incident. Such delays by Contractor are not authorized exceptions to the performance standards and other provisions of this Agreement. While a delayed response using one of Contractor's nearby emergency ambulance units may provide a faster response than an immediate referral to a provider from outside of the Selma EOA, prolonged dispatch delays are not acceptable to County and EMS Agency. Therefore, the following criteria shall apply regarding the referral of calls and dispatch delays:

a. For requests for immediate responses (Priorities 1 and 2) and urgent responses (Priorities 3 and 4), if Contractor does not have an emergency ambulance unit available (primary or off-duty), the call will be referred to the appropriate Instant Aid (as defined in Exhibit A, Section 4 below) emergency ambulance consistent with County EMS Policies and Procedures.

b. If Contractor is utilizing off-duty emergency ambulance personnel to provide back-up to Contractor's primary emergency ambulances during periods of peak load, and the off-duty emergency ambulance is logged on with the County EMS Communications Center, the call will be assigned to Contractor's back-up emergency ambulance. Contractor will be held to the same response time performance requirements regardless of whether a primary or a back-up emergency ambulance handles the call.

c. Scheduled responses (Priority 5) may be delayed by Contractor until sufficient system capacity is available to safely handle the scheduled response along with other immediate and urgent responses.

d. If a call has been referred to another provider agency and Contractor has an emergency ambulance unit, which becomes available after the referral has

Exhibit A

occurred, the County EMS Communications Center may cancel the emergency ambulance unit responding from outside of the Selma EOA if Contractor's emergency ambulance unit is closer to the incident.

D. Contractor shall adhere to the following minimum standards of performance:

1) The Contractor shall provide the emergency ambulance services within the EOA, ambulances shall be staffed and equipped at the appropriate response level for the response incident (ALS or BLS). The Contractor may utilize its own discretion on resource management with regard to advanced life support (paramedic) ambulance units. The Contractor may operate a single-tiered system - utilizing advanced life support (paramedic) ambulance units for all responses or the Contractor may operate a multi-tiered system - staffing different types of units with different staffing levels in order to service the various types of responses. The Contractor has the operational flexibility to operate under either model in order to provide a cost-effective system. However, the Contractor's obligation to perform its minimum performance requirements under this Agreement to the reasonable satisfaction of the County and the EMS Agency shall not be lessened if Contractor elects to operate a multi-tiered system - that is, the Contractor shall in any event be responsible to provide an appropriately staffed and equipped ambulance unit to requests for services, as defined in the EMS Agency Policy and Procedures.

2) The EMS Agency requirement for minimum staffing of advanced life support (paramedic) units is one (1) currently California-licensed and locally-accredited paramedic and one (1) currently trained and locally certified EMT. The minimum staffing for a BLS unit is two (2) locally certified EMTs.

3) The utilization of BLS ambulances as a part of a multi-tiered system, and, in the case of incidents which require the response of an advanced life support (paramedic) ambulance unit, the Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support (paramedic) units, the following standards shall apply:

a. Response time performance shall be determined

Exhibit A

according to Exhibit A, Subsection 3.E below;

b. Rendezvous between BLS ambulance units and advanced life support (paramedic) units shall be initiated according to the standards described in EMS Policy #510; and

c. Such BLS ambulance personnel shall adhere to EMS Agency Policy and Procedures regarding treatment and the urgency of transport. Patient transport shall not be inappropriately delayed, contrary to EMS Agency Policy and Procedures, in order to wait for the arrival of a non-transport advanced life support (paramedic) unit.

d. BLS level ambulances for services under this Agreement shall be equipped and staffed at the BLS-defibrillation level.

E. Response Areas and Performance Standards

1) Metropolitan Response Area

The area that includes the corporate limits of the City of Selma plus an area of unincorporated area as shown in Exhibit B-2 collectively called the Metropolitan Response Area. For each calendar month, and for calls dispatched to locations within the Metropolitan Response Area.

2) Rural Response Area

For each calendar month, and for calls dispatched to locations within the area shown in Exhibit B-3, collectively called the Rural Response Area.

3) Response Time Performance Standards

Response time standards for the abovementioned areas are defined in Exhibit E, attached hereto and by this reference incorporated herein.

4) The EMS Agency may set standards for the measurement of response times where it is determined that such response time requirements are not appropriate due to low call volume on a monthly basis. In such instances, County may establish criteria for evaluating response time performance on a time period other than monthly.

5) Contractor shall maintain and continue the use of global positioning Satellite for all Contractor's emergency vehicles capable of responding to prehospital

Exhibit A

requests for service and the electronic collection and transmission of patient care information delivered under this Agreement.

6) Contractor shall be required to utilize the County's EMS Communications Center as its primary dispatch center and shall refer all requests for ambulance services to the County's EMS Communications Center. In addition, Contractor shall notify the County's EMS Communications Center immediately upon the direct receipt of calls for medical aid and/or transportation.

7) Contractor shall make and maintain radio contact with the County EMS Communications Center on the County EMS Med-Net System for the purpose of tracking and data collection.

8) Contractor shall utilize and maintain an electronic patient care reporting (ePCR) system and provide data to the EMS Agency and the California EMS Information System (CEMSIS) in accordance with H&S code 1797.227.

9) Contractor agrees to provide an internal quality improvement program for Contractor's personnel, which adheres to County EMS Policies and Procedures.

F. Response Time Performance Reporting and Appeals Process

1) Monitoring of Contractor's performance under this Agreement will be conducted by the EMS Agency with oversight by the Fresno County Emergency Medical Care Committee ("EMCC"), provided however, County and/or the EMS Agency may elect not to utilize the EMCC in such oversight capacity upon giving written notice thereof to Contractor. If the EMCC is used in such oversight capacity, (i) Contractor shall have a management representative, with the requisite authority to respond to and resolve issues, problems, disputes, and other matter that may come before the EMCC, in attendance at EMCC meetings, and (ii) Contractor shall have the right to bring before the EMCC any matter pertaining to its operation and the subject matter of this Agreement.

2) The following shall be considered in determining Contractor's monthly response time performance:

a. Priority Downgrades

Exhibit A

Responses which are downgraded in priority prior to an emergency ambulance arriving at scene will be assessed for compliance with the new priority based upon the original unit alert time.

b. Priority Upgrades

Responses which are upgraded in priority prior to an ambulance arriving at scene will be assessed for compliance with the new priority response based upon the time of the upgrade.

c. Exemptions

The EMS Agency may grant exemptions to response time performance requirements, stated herein, for late responses where conditions, factors, or situations beyond Contractor's control resulted in an unavoidable delay. Requests for exemptions shall be made by utilizing the electronic compliance monitoring program that is provided by the EMS Agency. All requests for exemption shall be made within ten (10) days from the end of the month, and shall be individually examined by the EMS Agency to determine if Contractor qualifies for such exemption.

i. Canceled Responses

A request for emergency ambulance services that is cancelled prior to the arrival of an ambulance; or

ii. Geographical Limitations

When response from Contractor's stations or post locations, as dictated by Contractor's deployment plan, to a response location where geographical factors prevent compliance with response time requirements and the Chute Time is within performance indicators, Contractor may be eligible for this exemption. Contractor shall submit with its written request to the EMS Agency for an exemption including the specific reason(s) why the response time compliance is unachievable; or

iii. Adverse Weather Conditions

iv. When severe weather which slows travel and/or impairs scene location (e.g., fog, ice, or snow) such that response time compliance is either

Exhibit A

impossible or could be achieved only at a greater risk to the public than would result from a delayed response, Contractor may be eligible for this exemption when the Chute Time is within performance indicators; or

v. Multiple Ambulance Responses to Same Incident

The first arriving ambulance will be held to response time compliance. Subsequent ambulance(s) that arrive late will be eligible for exemption; or

vi. Data Recording Error

Contractor may be eligible for this exemption when accurate data recording information can be verified; or

vii. Out-of-Selma EOA Mutual Aid/Instant Aid

Response

Responses outside of the Selma EOA are exempt from response time compliance. When Contractor responds to Mutual Aid/Instant Aid requests outside of the Selma EOA and there is a separate response by a non-Contractor emergency ambulance inside the Selma EOA that results in a late response, Contractor may appeal the late response. If performance indicators are met by the non-Contractor emergency ambulance, such exemptions may be available on a one-for-one basis (i.e., one exemption for each ambulance outside of the Selma EOA response area). Contractor is ultimately responsible for the non-Contractor(s) compliance to the response times and performance indicators.

viii. Inaccurate Location/Address

If the reporting party or County's EMS Communications Center provides Contractor's personnel with inaccurate location/address, the exemption will be allowed; or

ix. Locally Declared Disaster

Contractor may apply for an exemption to response time compliance during times of a declared local "emergency" as defined in the California Government Code.

x. Rendezvous with a Moving Vehicle

Exhibit A

A late response may be eligible for exemption when attempting to rendezvous with a moving vehicle. Fixed location rendezvous are not eligible for this exemption.

xi. Multi-Casualty Incident

If two (2) or more of Contractor's emergency ambulances are simultaneously committed to the same multi-casualty incident, a response to a separate incident within the Selma EOA by a non-Contractor primary emergency ambulance, depending on the circumstances, may be eligible for an exemption when the non-Contractor's Chute Time to the separate incident is within performance indicators. As stated hereinabove, Contractor is ultimately responsible for the non-Contractor(s) compliance to the response times and performance indicators.

5. Equipment and Personnel

Contractor shall furnish, operate, maintain and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified personnel as may be necessary to fulfill its obligations under this Agreement. As between the County and Contractor, title to all such equipment, apparatus and supplies furnished by Contractor shall remain at all times in Contractor and personnel assigned to the performance of this Agreement are and shall remain employees or volunteers or contractors of Contractor.

6. Instant Aid/Mutual Aid

A. To the extent that Contractor has emergency ambulance units available, and to the extent consistent with its primary responsibility to provide emergency ambulance services in the Selma EOA, Contractor shall, in accordance with County EMS Policies and Procedures, provide immediate "Instant Aid" and "Mutual Aid" to those providers of EMS operating within adjacent areas, both within and outside of Fresno County, in order to ensure that timely EMS are provided to all persons in need of such services within those areas.

"Instant Aid" shall be defined as a request for immediate response to an incident within the jurisdiction of another provider agency. Such responses may be the subject of a pre-established agreement between Contractor and such provider agency. Examples: (1) A

Exhibit A

request for a response into the service area of another agency due to the closer location of Contractor's emergency ambulance units than the other party's emergency ambulance units to the area to which Contractor will provide Instant Aid; and (2) A request for a response into the service area of another agency to assist with a multi-casualty incident.

"Mutual Aid" shall be defined as a request for immediate response to a major incident which has overwhelmed or exceeded the resources of another area, and is not the subject of an Instant Aid agreement.

B. If Contractor enters into Mutual Aid and/or Instant Aid agreements with neighboring ambulance services, Contractor shall obtain the EMS Agency's approval of such agreements.

7. Supervision

Contractor shall provide supervision of its operations that is available twenty-four (24) hours per day, each and every day of the year. Contractor shall establish a schedule for such supervision, which provides for prompt availability of such personnel for major incidents, unusual occurrences, and management of customer complaints.

8. Disaster Response

During a declared disaster that impacts Contractor's resources, as determined by an agency of government either locally or in the neighboring jurisdiction, the normal course of business under this Agreement shall be interrupted from the moment the disaster situation is made known to Contractor by County's Department of Public Health Director, or designee, acting for the EMS Agency, until notified by County's Department of Public Health Director, or designee, acting for the EMS Agency, that the disaster assistance may be terminated. Immediately upon such notification of a disaster, Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist with the disaster response by providing EMS in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. The disaster related provisions of this Agreement are as follows:

A. Contractor shall develop a mechanism for the immediate recall of

Exhibit A

1 personnel to staff emergency ambulance and disaster response vehicle units during a multi-
2 casualty situation, times of peak overload, or declared disaster situations. This plan shall include
3 the ability of Contractor to alert off-duty personnel.

4 B. When disaster assistance by Contractor has been terminated, Contractor
5 shall resume normal operations under this Agreement as rapidly as is practical considering
6 exhaustion of personnel, need for restocking, and other relevant considerations.

7 C. During the course of the disaster, Contractor shall use best efforts to
8 Provide local emergency ambulance coverage, and may, if appropriate and in consultation with
9 EMS Agency staff, suspend scheduled and/or urgent responses.

10 D. County's emergency ambulance dispatch operations shall be updated,
11 enhanced and altered as necessary to address the additional communications needs during
12 disaster situations including the increased need for the number of emergency ambulance units,
13 for the coordination of out-of-area Mutual Aid and Instant Aid response units, for hospital
14 information coordination, and for patient transport information. County disaster plans and
15 County EMS Policies and Procedures shall govern emergency ambulance dispatch
16 responsibilities and the role of EMS Agency staff in supervising and assisting with emergency
17 ambulance dispatch center operations.

18 E. During periods of evacuation due to earthquake, wild land fire, or other
19 emergencies, and in accordance with local disaster plans, Contractor shall assist, to the best of
20 its ability, in providing medical services to shelters and casualty collection points which may be
21 established as a result of an evacuation. This would include the provision of medical care,
22 oxygen, and medical supplies as necessary due to shortages, which may occur. This may
23 require the posting of an emergency ambulance unit at specific locations in Fresno County
24 which are not normal posting locations including at such shelters and casualty collection points.
25 According to local and EMS disaster plans, emergency ambulance units and personnel are not
26 the primary resource for providing such services, however, lack of, or exhaustion of, resources
27 may prompt their use as a back-up.

28 E. Normal (i.e., not disaster related) Instant Aid, Mutual Aid, or multi-casualty

Exhibit A

1 incidents responded to by Contractor shall be performed in accordance with County EMS
2 Policies and Procedures, and, as applicable, Mutual Aid agreements.

3 **9. Inquiries and Complaints**

4 Contractor shall provide prompt response and follow-up to inquiries and
5 complaints from customers and members of the public. Such responses shall be subject to the
6 legal limitations imposed by patient confidentiality laws and regulations.

7 **10. Committees**

8 Contractor shall participate in the appropriate local EMS committees and
9 related subcommittees, as determined by the EMS Agency.

Exhibit B-2

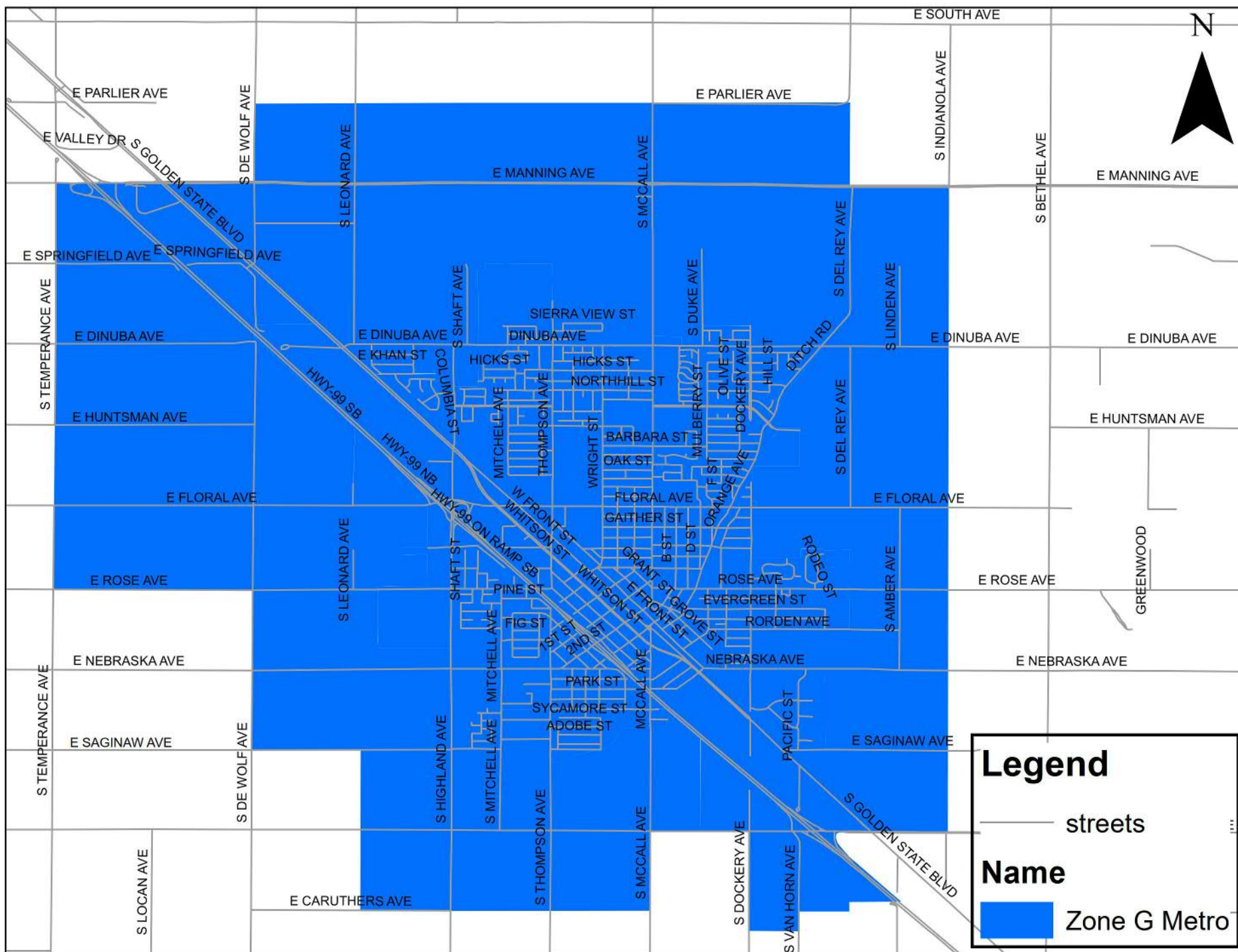


Exhibit B-3

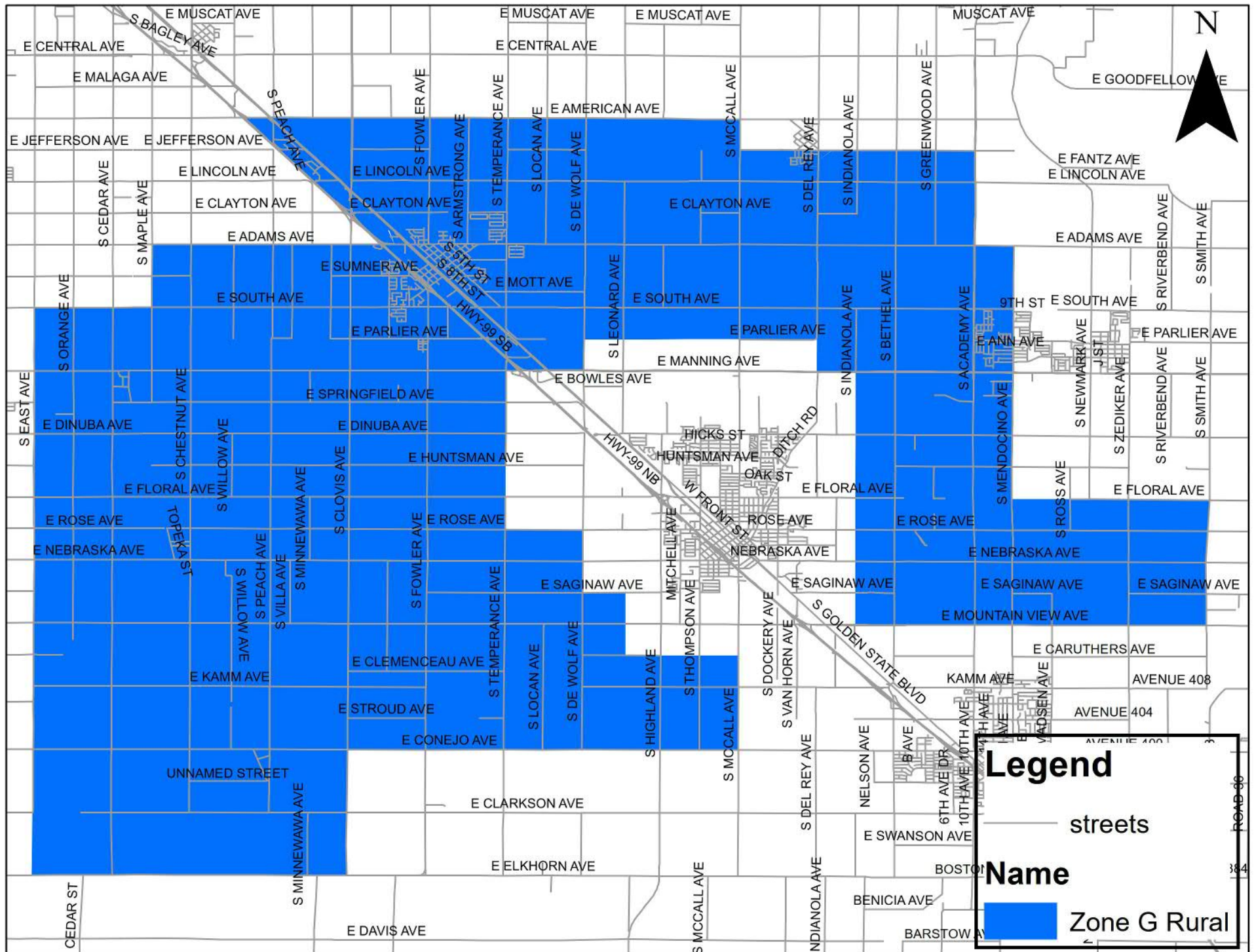


Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance 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). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

Exhibit C

- (H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

Exhibit C

insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely

Exhibit C

responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.
- (H) **Contractor's Personnel.** The insurance requirements of this Exhibit C shall apply to Contractor's personnel during their performance of any activity which is the subject of this Agreement hereto, including, but not limited to, their participation in clinical education programs and prehospital experience while assigned to a separate paramedic ground ambulance provider.

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

| | | | |
|--|--|--------------|--|
| (1) Company Board Member Information: | | | |
| Name: | | Date: | |
| Job Title: | | | |
| (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: | |

Exhibit E

Response Time Standards

| Zone | Priority | Minimum Response Time | Cumulative Standard | Frequency |
|------------|----------|-----------------------|---------------------|-----------|
| Metro Zone | 1 & 2 | 9 minutes | 90% | Monthly |
| Metro Zone | 3 & 4 | 20 minutes | 90% | Monthly |
| Metro Zone | 5 | 30 Minutes | 90% | Monthly |
| Rural Zone | 1 & 2 | 20 minutes | 90% | Quarterly |
| Rural Zone | 3 & 4 | 30 minutes | 90% | Quarterly |
| Rural Zone | 5 | 40 minutes | 90% | Quarterly |