

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **CITY OF KINGSBURG**, a Municipal Corporation, whose address is 1401 Draper Street, Kingsburg, California, 93631, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

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

WHEREAS, CONTRACTOR has heretofore provided emergency ambulance services to persons needing such services within the boundaries of Fresno County Ambulance Zone K; and

WHEREAS, CONTRACTOR desires to provide prehospital emergency medical services as authorized by law within said Zone K.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties acknowledge that the COUNTY's Department of Public Health has been designated as the Local EMS Agency of the COUNTY with authority to plan, implement and evaluate an emergency medical services system in Fresno County pursuant to California Health and Safety Code Sections 1797.200 and 1797.204. The parties also acknowledge that the Local EMS Agency has implemented COUNTY EMS Policy #200 (Authorization of Ambulance Provider Agencies in Fresno County). 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 #").

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

1 legal authority, if any, to plan, implement, and operate within or without its corporate boundaries a
2 system of prehospital emergency medical services (including, but not limited to, ambulance services)
3 independent of COUNTY's authorization or approval.

4 **2. DUTIES OF CONTRACTOR**

5 A. CONTRACTOR shall be responsible for furnishing equipment and materials, as
6 hereinafter set forth, in order to provide prehospital emergency medical services to persons in need
7 thereof within the incorporated boundaries of the City of Kingsburg and that certain portion of the
8 unincorporated area of Fresno County, all known as Fresno County Ambulance Service Zone K, as
9 shown in Exhibit "A," attached hereto and incorporated herein by reference.

10 B. CONTRACTOR shall maintain automatic vehicle locators in each authorized
11 emergency ambulance unit and authorized disaster response unit.

12 C. CONTRACTOR shall assure that all calls received by the City of Kingsburg
13 PSAP (Public Safety Answering Point) for medical assistance are transferred directly to the
14 COUNTY's centralized ambulance dispatch facility.

15 D. CONTRACTOR agrees to meet performance standards and requirements as
16 further discussed in Section 6 of this Agreement.

17 **3. DUTIES OF COUNTY**

18 A. COUNTY shall operate a central dispatching facility and shall provide the
19 primary dispatch of all calls for prehospital emergency medical care and ambulance services within
20 the area set forth in Exhibit "A" to CONTRACTOR in accordance with COUNTY EMS Policies and
21 Procedures.

22 1) COUNTY will assist CONTRACTOR in developing, implementing, and
23 maintaining an internal field supervision system to provide evaluation of personnel providing service
24 under this Agreement according to the standards established by the COUNTY EMS Policies and
25 Procedures.

26 2) COUNTY will do periodic and annual inspections of CONTRACTOR's
27 emergency ambulance service personnel certifications, records, vehicles, equipment, and facilities
28 required by law and this Agreement.

1 B. Notwithstanding the foregoing provisions of Subsection 3.A. of this Agreement,
2 COUNTY is not restricted by reason of this Agreement from entering into an agreement for services
3 that are the same as or similar to these provided by CONTRACTOR pursuant to this Agreement with
4 an entity other than CONTRACTOR for the provision of prehospital emergency medical services
5 within the same geographic area as described in Exhibit "A". COUNTY shall notify CONTRACTOR
6 of any proposal to enter into such an agreement with any other entity prior to award of such
7 agreement.

8 C. The COUNTY shall provide the following for CONTRACTOR'S use during the
9 term of this Agreement:

10 1) The use of COUNTY communications infrastructure for EMS
11 Med Channels, as provided herein.

12 2) Communications Equipment

13 a) COUNTY shall allow for continued use of
14 previously provided Portable (Handheld) Radios, Pagers,
15 and In-Vehicle Radios, however, the maintenance and
16 replacement of these radios previously provided by
17 COUNTY shall be the responsibility of CONTRACTOR.
18 Such communications equipment shall be returned to
19 COUNTY by CONTRACTOR at the time of replacement.

20 **4. QUALIFICATION OF CONTRACTOR**

21 CONTRACTOR shall at all times meet the requirements set forth by the California
22 Highway Patrol, the California Health and Safety Code, the California Vehicle Code, the State
23 Department of Health, the California Code of Regulations, the COUNTY's Department of Public
24 Health with respect to medical standards, and any other applicable statute or regulation with respect to
25 the services, equipment, and materials which are the subject matter of this Agreement. In the event of
26 conflicting statutes or regulations, the statute or regulation setting forth the most stringent
27 requirements shall be adhered to by CONTRACTOR. In the event of a conflict between the terms of
28 this Agreement and any resolution or regulation of the COUNTY, the terms of this Agreement shall

prevail.

5. AREA SERVED

CONTRACTOR shall provide prehospital emergency medical services, on a non-exclusive basis, upon dispatch by COUNTY and upon direct call to Kingsburg's Police Department to any location or incident within the territory of Fresno County Ambulance Service Zone Area K as shown in Exhibit "A." In addition, upon request of the COUNTY EMS Communications Center, CONTRACTOR shall, to the extent consistent with its primary responsibility to provide prehospital emergency medical services in the area of Exhibit "A," render all reasonable "mutual aid" to those providers of emergency medical services operating within the adjacent Service Zone Areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

6. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS

A. CONTRACTOR shall provide appropriate ambulance, paramedic, and medical equipment and personnel, except as set forth in this Agreement, in order to furnish "Advanced Life Support" (ALS) and "Basic Life Support" (BLS) services to persons within the area defined in Exhibit "A" on a non-exclusive, on-call basis, twenty-four (24) hours per day, seven (7) days per week.

"Advanced Life Support" services shall mean special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, 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 shall mean emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, includes recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

B. Response Areas and Performance Standards

1) Metropolitan Response Area

The Metropolitan Response Area is defined as that area within the corporate limits of the City of Kingsburg plus an area within one (1) statutory mile of said corporate limits, which is described in Exhibit "B", attached hereto and incorporated herein by this reference.

2) Rural Response Area

The Rural Response Area is defined as that area beyond the Metropolitan Response Area limits, which is described in Exhibit "C", attached hereto and incorporated herein by this reference.

3) Response Time Performance Standards

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

4) The 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 of the incident with a fully staffed and equipped emergency ambulance unit. COUNTY provides CONTRACTOR with significant flexibility in CONTRACTOR's methods of providing said services 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 computer aided dispatch (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

1 alert). COUNTY agrees to monitor the COUNTY EMS Communications Center to ensure that its
2 dispatch performance remains within the standards developed by COUNTY and the local EMS
3 Agency.

4 The EMS Agency may grant exemptions from response time performance
5 requirements stated herein, on case-by-case basis, for calls where weather conditions, multi-casualty
6 incidents, or other situations beyond the Contractor's control cause unavoidable delay. All such calls shall
7 be individually examined by the EMS Agency as to system status plan and staffing levels, dispatch and
8 in-service times, and other influencing factors (*e.g.*, weather conditions), and if the circumstances
9 warrant, the EMS Agency may authorize the exclusion of such calls when measuring performance
10 requirements. Exclusion of a call under this paragraph means that a late call which has received approval
11 for an appeal will not count as an on-time response. Therefore, it is excluded from the database for the
12 purpose of fractile performance calculation (*i.e.*, performance measured by fractions of a minute or hour).

13 In order to be eligible for such exemption, the Contractor shall notify the
14 EMS Agency within a reasonable amount of time of the occurrence. Equipment failure, personnel error,
15 or lack of a nearby ambulance does not constitute grounds for exemption from response time performance
16 requirements.

17 a) Failure to Report "At Scene"

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

23 i) "At Scene"

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

1	b) <u>Unit Cancelled Prior to Arrival "At Scene"</u>
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Required response time standards do not apply to instances where CONTRACTOR is cancelled prior to arrival “at scene”.

4 | 5) 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 and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or CONTRACTOR of CONTRACTOR's services.

3 a) 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 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.

i. “Unit Alert”

2 Shall be defined as the moment the COUNTY EMS
3 Communications Center alerts CONTRACTOR's emergency ambulance unit for a response.

6) Ambulances shall be staffed and equipped at the appropriate response level for the response incident (Advanced Life Support or Basic Life Support). 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

1 support (paramedic) ambulance units for all responses or the Contractor
2 may operate a *multi-tiered system* - staffing different types of units with
3 different staffing levels in order to service the various types of responses.
4 The Contractor has the operational flexibility to operate under either model
5 in order to provide a cost-effective system. However, the Contractor's
6 obligation to perform its minimum performance requirements under this
7 Agreement to the reasonable satisfaction of the County and the EMS
8 Agency shall not be lessened if Contractor elects to operate a *multi-tiered*
9 *system* - that is, the Contractor shall in any event be responsible to provide
10 an appropriately staffed and equipped ambulance unit to one-hundred
11 percent (100%) requests for services, as defined in the EMS Agency Policy
12 and Procedures.

13
14 The EMS Agency requirement for minimum staffing of advanced life support
15 (paramedic) units is one (1) currently California-licensed and locally-accredited paramedic and one (1)
16 currently trained and locally certified EMT. The minimum staffing for a BLS unit is two (2) locally
17 certified EMTs.

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

- 22 a) Rendezvous between BLS ambulance units and advanced life support
23 (paramedic) units shall be initiated according to the standards described in
24 EMS Policy #510; and
- 25 b) Such BLS ambulance personnel shall adhere to EMS Agency Policy and
26 Procedures regarding treatment and the urgency of transport. Patient transport
27 shall not be inappropriately delayed, contrary to EMS Agency Policy and
28 Procedures, in order to wait for the arrival of a non-transport advanced life

support (paramedic) unit in order to prevent the levy of liquidated damages regarding a BLS response.

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

7) If CONTRACTOR develops and implements operational procedures for receiving telephone requests for ambulance service through a dispatch center other than the COUNTY EMS Communications Center, CONTRACTOR shall make (and shall maintain for 180 days) or shall maintain an agreement with the dispatch center to make (and maintain for 180 days) a tape-recorded copy of all requests for medical aid.

8) CONTRACTOR shall, consistent with COUNTY EMS Policies and Procedures, develop, collect, maintain and transmit to COUNTY data regarding its delivery of services hereunder.

9) CONTRACTOR shall notify the COUNTY EMS Communications Center immediately upon receipt of calls for medical aid and/or transportation and attempt to forward medical 911 calls to the COUNTY EMS Communications Center to allow for telephone medical pre-arrival instructions.

10) 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.

11) CONTRACTOR agrees to provide an internal quality improvement program, which adheres to the COUNTY EMS System and is consistent with the minimum standards of the COUNTY EMS Policies and Procedures.

7. 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.

8. INDEPENDENT CONTRACTOR

In order to establish that COUNTY is not a co-employer of CONTRACTOR's officers, agents or employees, the parties agree to the provisions of this Section 8.

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

9. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

1 information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation,
2 pursuant to all applicable State of California and Federal statutes and regulations.

3 **10. CONSIDERATION**

4 A. COUNTY shall not be obligated to raise taxes, or to adopt or approve any tax
5 measures to provide funds, in order to compensate CONTRACTOR in connection with this
6 Agreement. The only compensation payable by COUNTY to CONTRACTOR for CONTRACTOR's
7 satisfactory performance of its services under this Agreement is as follows:

8 B. COUNTY shall provide both monetary and non-monetary compensation to
9 CONTRACTOR for the satisfactory performance of its services as provided herein.

10 1) Monetary Compensation

11 a) Year One

12 COUNTY shall pay to CONTRACTOR a monthly lump-payment of Seven Hundred Fifty and
13 None/100 Dollars (\$750.00) for estimated dry runs and uncollectible charges. The total maximum
14 monetary compensation payable under this agreement for the period of July 1, 2017 through June 30,
15 2018 shall not exceed Nine Thousand and No/100 Dollars (\$9,000.00)

16 b) Year Two

17 COUNTY shall pay to CONTRACTOR a monthly lump-payment of Five Hundred and No/100 Dollars
18 (\$500.00) for the period of July 1, 2018 through June 30, 2019 for estimated dry runs and uncollectible
19 charges. The total maximum monetary compensation payable under this agreement for the period of
20 July 1, 2018 through June 30, 2019 shall not exceed Six Thousand and No/100 Dollars (\$6,000.00).

21 c) The total maximum monetary compensation payable under the
22 Agreement, for the period of July 1, 2017 through June 30, 2019, shall not exceed Fifteen Thousand
23 and No/100 Dollars (\$15,000.00).

24 d) In consideration for such monetary compensation,
25 CONTRACTOR shall completely, unconditionally and irrevocably assign all of its "uncollectible
26 accounts" to COUNTY. "Uncollectible accounts" shall be defined as those accounts receivable for
27 authorized runs which CONTRACTOR has been unable to collect payment upon after they become
28 past due or delinquent in accordance with CONTRACTOR's customary and usual practices as set

1 forth in COUNTY EMS Policy #205, and which accounts came into existence due to
2 CONTRACTOR's performance of this Agreement or as a result of CONTRACTOR's rendering of
3 emergency ambulance service, or both. The parties agree that CONTRACTOR will follow the
4 billings, collections, and account write-off practices and procedures outlined in COUNTY EMS Policy
5 #205, for purposes of this Subsection 9.B., of this Agreement. COUNTY shall have the discretion to
6 pursue any and all collection efforts for the compromise and settlement of such accounts. COUNTY
7 shall retain any and all revenues it receives on such accounts and shall have no obligation to pay to
8 CONTRACTOR any portion of such revenues collected.

9 C. COUNTY shall have no obligation to compensate CONTRACTOR for services
10 under this Agreement other than as stated above. The parties agree that the amounts stated above are
11 inclusive of and fulfill any obligation COUNTY may have, if any, presently or at any time during the
12 term of this Agreement, to compensate, reimburse, or otherwise pay CONTRACTOR for prehospital
13 emergency medical services provided to medically-indigent persons.

14 **11. AUDITING**

15 COUNTY shall have the right to review any and all books, accounts, financial and
16 accounting records, bills and the like of CONTRACTOR relating to services provided under this
17 Agreement. CONTRACTOR shall retain and make available for inspection by COUNTY from the
18 date of termination of this Agreement for at least a three (3) year period all of the documents and
19 records described above.

20 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
21 CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of
22 three (3) years after final payment under contract (Government Code Section 8546.7).

23 **12. INSURANCE**

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
25 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
26 following insurance policies or a program of self-insurance, including but not limited to, an insurance
27 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

28 **A. Commercial General Liability**

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with a combined single limit of not less One Million Dollars (\$1,000,000) per accident. Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

Professional Liability Insurance (Errors and Omissions) with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

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

Within thirty (30) days from the date CONTRACTOR signs this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box

1 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage
2 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees
3 will not be responsible for any premiums on the policies; that such Commercial General Liability
4 insurance names the County of Fresno, its officers, agents and employees, individually and
5 collectively, as additional insured, but only insofar as the operations under this Agreement are
6 concerned; that such coverage for additional insured shall apply as primary insurance and any other
7 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
8 excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and
9 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
10 written notice given to COUNTY.

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

14 All policies shall be with admitted insurers licensed to do business in the State of
15 California. Insurance purchased shall be purchased from companies possessing a current A.M. Best,
16 Inc. rating of A FSC VII or better.

17 The insurance requirements of this Section 11 shall apply to CONTRACTOR's
18 personnel during their performance of any activity which is the subject of this Agreement, or any
19 amendment hereto, including, but not limited to, their participation in clinical education programs and
20 prehospital experience while assigned to a separate paramedic ground ambulance provider.

21 **13. MUTUAL INDEMNIFICATION**

22 A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless
23 COUNTY, its elective and appointive boards, officers, agents, employees, local EMS Agency, and
24 EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, and
25 judgments of any nature, including attorney fees and court costs, for injury to, and death of, any
26 person, and for injury to any property, including consequential damages of any nature resulting
27 therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of
28 CONTRACTOR, its officers, employees, agents or contractors in performing or failing to perform any

1 services or functions provided for or referred to or in any way connected with any work, services, or
2 functions to be performed by CONTRACTOR, its officers, employees, agents, or contractors under
3 this Agreement. The foregoing clause shall in no way obligate the CONTRACTOR to provide such
4 protection, indemnification, or defense to the extent of acts or omissions by the COUNTY, its officers,
5 employees, agents, or contractors.

6 B. COUNTY agrees to protect, defend, indemnify and hold harmless
7 CONTRACTOR, its elective and appointive boards, officers, agents and employees from any and all
8 claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including attorney's
9 fees and court costs, for injury to, and death of, any persons, and for injury to any property, including
10 consequential damages of any nature resulting therefrom, arising out of, or in any way connected with
11 the acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or contractors in
12 performing or failing to perform any services or functions provided for or referred to or in any way
13 connected with any work, services, or functions to be performed by COUNTY, its officers, employees,
14 agents or contractors under this Agreement. The foregoing clause shall in no way obligate the
15 COUNTY to provide such protection, indemnification, or defense to the extent of acts or omissions by
16 the CONTRACTOR, its officers, employees, agents, or contractors.

17 C. The aforesaid indemnity and hold harmless clauses by CONTRACTOR and
18 COUNTY shall apply to all damages and claims for damages of every kind suffered, or alleged to
19 have been suffered by the party to be indemnified, including but not limited to attorney fees and court
20 costs, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the
21 insurance policies or Risk Management Authority Program or self-insurance of the indemnifying party
22 shall have been determined to be applicable to any such damages or claims for damages.

23 **14. TERM OF AGREEMENT**

24 This Agreement shall become effective on the 1st day of July, 2017, and shall terminate
25 on the 30th day of June, 2019.

26 **15. TERMINATION OF AGREEMENT**

27 Either party hereto may terminate this Agreement at any time without cause upon ninety
28 (90) days written notice to the other party. Prior to giving such notice, the terminating party shall

1 notify the other party of its intention to terminate and shall allow the other party an opportunity to
2 appear before the COUNTY's Board of Supervisors or CONTRACTOR's City Council concerning
3 such notice of termination.

4 Either party hereto may terminate this Agreement at any time for cause for the other
5 party's material breach of its obligation affecting the public health and safety if not less than ten (10)
6 days advance, written notice has been given to the other party and such breach remains uncured. The
7 party receiving said notice may respond to said notice and any charges contained therein within the ten
8 (10) day period. CONTRACTOR shall be paid pro rata for those days of satisfactory service
9 performed to the date of termination.

10 The terms of this Agreement, and the services to be provided hereunder, are contingent
11 on the approval of funds by the COUNTY's Board of Supervisors. Should sufficient funds not be
12 allocated by COUNTY, the services provided may be modified, or this Agreement terminated by
13 COUNTY at any time by giving the CONTRACTOR thirty (30) days advance written notice.

14 In the event of termination, each party shall be responsible for complying with all laws
15 applicable to them, if any, respecting reduction or termination of medical services.

16 **16. FORCE MAJEURE**

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

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

1 permanent injunctions to enable it to so commence or resume performance of its obligations under this
2 Agreement.

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

7 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and other
8 extraordinary causes not reasonably within the control of either of the parties hereto.

9 **17. GOVERNING LAW**

10 For purposes of venue, performance of this Agreement shall be in Fresno County,
11 California. The rights and obligations of the parties and all interpretations and performance of this
12 Agreement shall be governed in all respects by the laws of the State of California.

13 **18. CONFIDENTIALITY**

14 All services performed by CONTRACTOR under this Agreement shall be in strict
15 conformance with all applicable Federal, State of California and/or local laws and regulations relating
16 to confidentiality, including all Health Insurance Portability Accounting Act (HIPAA) regulations.

17 **19. ENTIRE AGREEMENT**

18 The parties agree that all of the terms of this Agreement shall be binding upon them, and
19 their successors-in-interest, assigns and legal representatives, and that together these terms constitute
20 the entire agreement of the parties with respect to the subject matter hereof. This Agreement
21 supersedes all previous negotiations, proposals, commitments, writings, understandings and
22 agreements of any nature whatsoever concerning the subject matter hereof unless expressly included
23 in this Agreement. No variation or modification of this Agreement and no waiver of any of its
24 provisions or conditions shall be valid unless in writing and signed by an authorized agent or officer of
25 the parties. This Agreement may not be assigned by CONTRACTOR or COUNTY without the
26 written consent of the other party. CONTRACTOR shall not delegate, subcontract, assign, or transfer
27 any of its duties hereunder without the written consent of the COUNTY.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
year first hereinabove written.

COUNTY OF FRESNO:

By: [Signature]
Chairman, Board of Supervisors

Date: 6/20/2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: [Signature]
Date: 6/20/2017

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL
ATTORNEY

By: [Signature]

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By: [Signature]

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By: [Signature]
David Pomaville
Director
Department of Public Health
as the designated EMS Agency

CITY OF KINGSBURG:

By: [Signature]
Kingsburg City Manager

Date: 5-19-2017

City Clerk

By: [Signature]
Date: 5-19-2017

APPROVED AS TO LEGAL FORM:
CITY OF KINGSBURG

By: [Signature]

Mailing Address:
1401 Draper Street
Kingsburg, CA 93631

Fund/Subclass: 0001/10000
Organization: 56201695
Account: 7295

Exhibit A

Fresno County Ambulance Service Area Zone K Description

1. Beginning at the intersection of S. McCall Avenue and E. Mt. View Avenue.
2. Proceed south along S. McCall Avenue to the intersection of S. McCall Avenue and E. Conejo Avenue.
3. Proceed west along E. Conejo Avenue to the intersection of E. Conejo Avenue and S. Clovis Avenue.
4. Proceed south along S. Clovis Avenue to the intersection of S. Clovis Avenue and E. Elkhorn Avenue.
5. Proceed east along E. Elkhorn Avenue to the intersection of E. Elkhorn Avenue and S. Highland Avenue.
6. Proceed south along S. Highland Avenue to the intersection of S. Highland Avenue (State Route 43) and the Fresno County/Kings County line.
7. Proceed northeast along the Fresno County/Kings County line and the Fresno County/Tulare County line to the intersection of the Fresno County/Tulare County line and E. Mt. View Avenue.
8. Proceed west along E. Mt. View Avenue to the point of origin.

Exhibit A

Fresno County Ambulance Service Area
Zone K

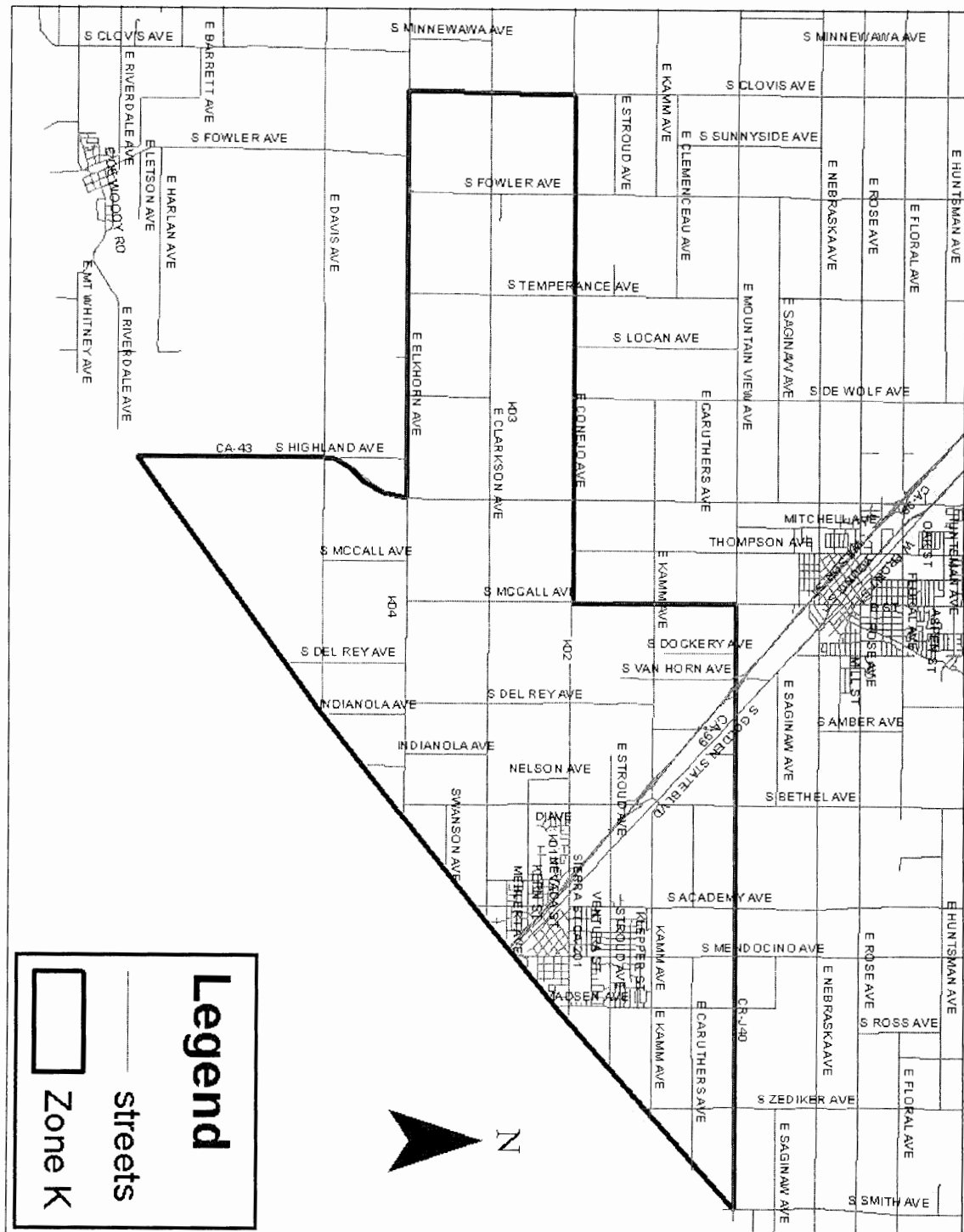


Exhibit B

Fresno County Ambulance Service Area Zone K Metropolitan Response Area Description

1. Beginning at the intersection of S. Del Rey Avenue and E. Mt. View Avenue.
2. Proceed south along S. Del Rey Avenue to the intersection of S. Del Rey Avenue and E. Swanson Avenue.
3. Proceed east along E. Swanson Avenue to the intersection of E. Swanson Avenue and the Fresno County/Tulare County line.
4. Proceed northeast along the Fresno County/Tulare County line to the intersection of the Fresno County/Tulare County line and S. Zediker Avenue.
5. Proceed north along S. Zediker Avenue to the intersection of S. Zediker Avenue and E. Mt. View Avenue.
6. Proceed west along E. Mt. View Avenue to the point of origin.

Fresno County Ambulance Service Area
Zone K
Metropolitan Response Area Description

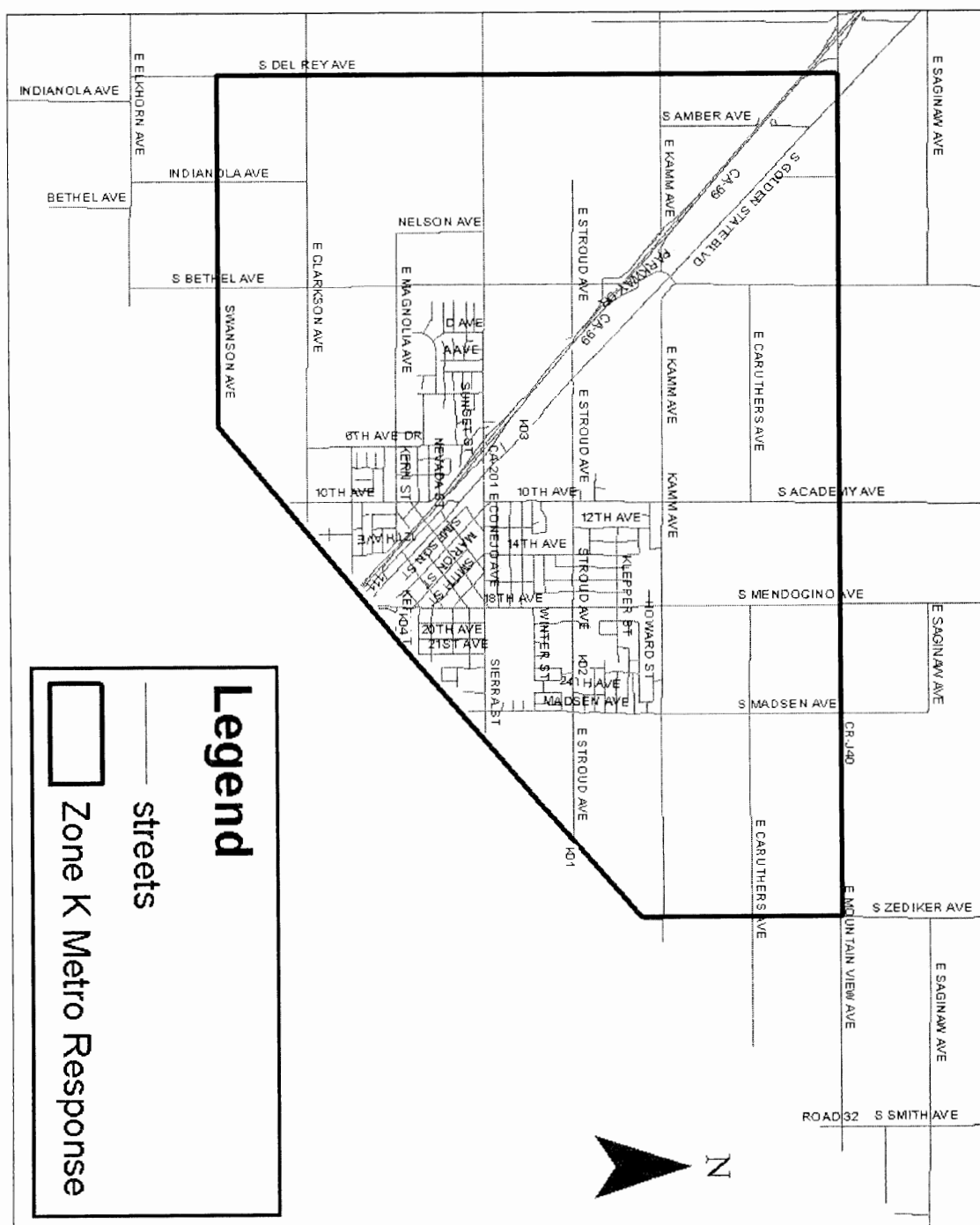


Exhibit C

Fresno County Ambulance Service Area
Zone K
Rural Response Area Description

The Rural Response Area includes the area within Fresno County Ambulance Service Area Zone K (Exhibit A), excluding the area identified as the Metropolitan Response Area (Exhibit B).

Fresno County Ambulance Service Area
Zone K
Rural Response Area

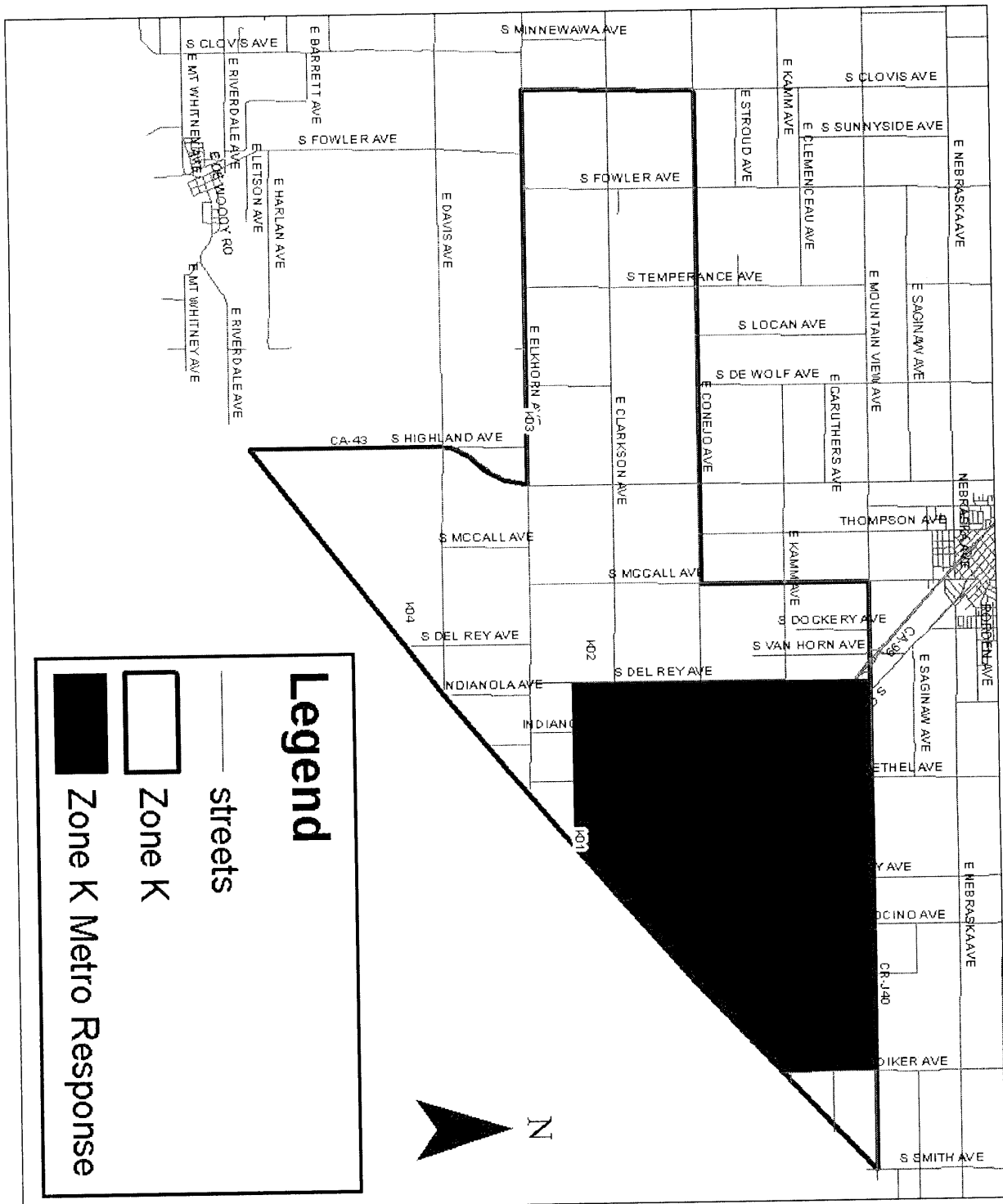


Exhibit D - Response Time Performance Standards

Zone	Priority	Minimum Response Time	Cumulative Standard	Frequency
Metro Zone	1 & 2	10 minutes	95%	Monthly
Metro Zone	3 & 4	20 minutes	95%	Monthly
Metro Zone	5	30 minutes	95%	Monthly
Rural Zone	1 & 2	20 minutes	95%	Quarterly
Rural Zone	3 & 4	30 minutes	95%	Quarterly
Rural Zone	5	30 Minutes	95%	Quarterly