# 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 **SEQUOIA SAFETY COUNCIL, INC.**, a non-profit public benefit corporation, whose address is 500 East Eleventh Street, Reedley, California, 93654, hereinafter referred to as "CONTRACTOR."

## WITNESSETH:

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, pursuant to California Health and Safety Code Section 1797.200, COUNTY designated the COUNTY's Department of Public Health as the local EMS agency ("EMS Agency") for the COUNTY, pursuant to California Health and Safety Code Section 1797.200; and

WHEREAS, 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; and

WHEREAS, the EMS Agency has developed and is continuing to develop and implement a local plan for EMS in Fresno County (the "EMS Plan"); and

WHEREAS, the State EMS Authority has approved the EMS Plan; and

WHEREAS, pursuant to California Health and Safety Code Sections 1797.85 and 1797.224, the EMS Agency, upon the recommendation of COUNTY, may create one or more Exclusive Operating Areas (EOA) in the development of the EMS Plan, without a competitive process for selecting

providers pursuant to the EMS Plan, if the local EMS Agency amends the EMS Plan to continue the use of an existing provider or providers operating within Fresno County in the manner and scope in which the services have been provided without interruption since January 1, 1981 (each, a "Grandfather EOA"), provided that the EMS Agency obtains the State EMS Authority's approval of an amendment to the EMS Plan that includes such Grandfather EOA and such services provided therein; and

WHEREAS, CONTRACTOR represents that CONTRACTOR has been providing emergency ambulance services without interruption in the geographical area of its historical service area known as Fresno County Ambulance Service Zone "J," and commonly known as the "Reedley Area," covering the incorporated areas of Reedley, Orange Cove and portions of the incorporated areas of Parlier, and adjoining unincorporated areas to all such areas, and unincorporated areas of Squaw Valley, Dunlap and a portion of Kings Canyon National Park since 1953; and

WHEREAS, CONTRACTOR represents that CONTRACTOR has been providing emergency ambulance services in Fresno County Ambulance Service Zone "J" in the manner and scope in which the services have been provided without interruption since January 1, 1981, and that the CONTRACTOR's continued provision of emergency ambulance services in Fresno County Ambulance Service Zone "J" qualifies such area, including CONTRACTOR's services provided therein and under this Agreement, as a Grandfather EOA; and

WHEREAS, CONTRACTOR desires to provide emergency ambulance services, as authorized by law, within Fresno County Ambulance Service Zone "J," as a Grandfather EOA, pursuant to the terms and conditions of this Agreement; and

WHEREAS, CONTRACTOR will subcontract with other providers of emergency ambulance services to provide response assistance to multi-casualty incidents within the Reedley Area or to provide back-up response assistance to the Reedley Area if CONTRACTOR is called upon to provide Instant Aid/Mutual Aid assistance to adjoining EOAs outside of the Reedley Area; and

WHEREAS, CONTRACTOR will be ultimately responsible for all response time and performance compliance of all subcontractors of emergency ambulance services for the Reedley Area; and

WHEREAS, one of the purposes of this Agreement is to memorialize emergency ambulance services that CONTRACTOR has been providing and will be providing without interruption in Fresno County Ambulance Service Zone "J" in the same manner and scope since January 1, 1981; and

WHEREAS, COUNTY and its EMS Agency believe that the restriction of operations of the number of providers of emergency ambulance service in Fresno County Ambulance Service Zone "J," as a Grandfather EOA, as provided herein, will continue to maintain a stable and cost effective system of ambulance services generally in Fresno County, and in Fresno County Ambulance Service Zone "J" in particular, that provides high quality medical care to residents and visitors within Fresno County; and

WHEREAS, pursuant to California Health and Safety Code Sections 1797.85 and 1797.224, the EMS Agency, upon the recommendation of COUNTY, amended the EMS Plan to create a Grandfather EOA for emergency ambulance service in Fresno County Ambulance Service Zone "J" in order to restrict the number of providers of emergency ambulance services to CONTRACTOR upon the terms and conditions of COUNTY EMS Policy #200; and

WHEREAS, the State EMS Authority approved such amendment to the EMS Plan.

NOW, THEREFORE, for good and valuable consideration in the premises, representations, covenants, terms, conditions, agreements, and assurances set forth herein, the sufficiency, adequacy, and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby agree as follows:

## I. EMS AGENCY

The parties acknowledge and agree that COUNTY designated the Department of Public Health EMS Division as the local EMS Agency for COUNTY with the authority to plan, implement and evaluate an EMS System in Fresno County, pursuant to California Health and Safety Code Sections 1797.200 and 1797.204.

The parties acknowledge and agree that the EMS Agency, upon the recommendation of COUNTY's Board of Supervisors for the creation of the Grandfather EOA, has the authority to create and enforce the Grandfather EOA, by restricting emergency ambulance services therein to CONTRACTOR's emergency ambulance services, without undertaking a competitive selection

process, and to amend the EMS Plan accordingly, subject to approval thereof by the State EMS Authority, all pursuant to California Health and Safety Code Sections 1797.85 and 1797.224.

The parties further acknowledge and agree that the EMS Medical Director of the EMS Agency has the authority of a medical director set forth in California Health and Safety Code Section 1798.

CONTRACTOR shall provide its EMS, including emergency ambulance services, in conformity with the medical policies, procedures and standards issued, as amended, from time to time by the EMS Agency (hereinafter collectively referred to as "COUNTY EMS Policies and Procedures," and individually referred to as "COUNTY EMS Policy #"). CONTRACTOR shall not, under any circumstances, provide any EMS, including emergency ambulance services, independent of COUNTY's and EMS Agency's authorization and approval provided herein. Nor shall CONTRACTOR administer any EMS or EMS System, including emergency ambulance services.

## II. SCOPE OF AGREEMENT

This Agreement only authorizes the provision of ground emergency ambulance services in the areas described in Section III., herein. 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.

## III. AREAS SERVED

CONTRACTOR represents, covenants and warrants to COUNTY and the EMS Agency that CONTRACTOR has been providing emergency ambulance services in Fresno County Ambulance Service Zone "J" 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 Fresno County Ambulance Service Zone "J" pursuant to California Health and Safety Code Sections 1797.85 and 1797.224.

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 Fresno County Ambulance Service Zone "J," as shown on Exhibit "A," attached hereto and incorporated herein by



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

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 serves, either on an exclusive or nonexclusive basis in Fresno County Ambulance Service Zone "J." 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 Subsection XV.H. and Subsection XV.I. herein, COUNTY and the EMS Agency need not undertake the foregoing consultation process.

If the EMS Agency terminates the Grandfather EOA, this Agreement shall automatically terminate, provided however, nothing contained herein shall prohibit COUNTY and CONTRACTOR from entering into a successor agreement, if any, for CONTRACTOR's provision of emergency ambulance services, on a non-exclusive basis, in Fresno County Ambulance Service Zone "J" upon such terms and conditions that are mutually agreeable to COUNTY and CONTRACTOR.

## IV. DUTIES OF CONTRACTOR

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

CONTRACTOR shall provide (i) emergency ambulance services to COUNTY Ambulance Service Zone "J," hereinafter referenced as "Reedley 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 Fresno County Ambulance Service Zone "J," 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.

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.

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, 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 Section V., herein. 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.

CONTRACTOR shall provide emergency ambulance service within the Reedley 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.

CONTRACTOR shall be responsible for responding to all requests for emergency ambulance service within the Reedley EOA received through the COUNTY EMS Communications

Center, and for transporting all patients in the Reedley EOA, that require an emergency ambulance operated by an emergency ambulance service.

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 directly and/or forwarded to CONTRACTOR by the COUNTY EMS Communications Center and are within the Reedley EOA and/or are an Instant Aid and/or Mutual Aid (as those terms are defined in Section VII., herein) responsibility of CONTRACTOR.

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

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

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

Without limiting the generality of the foregoing provisions of this Section IV., CONTRACTOR shall, at a minimum:

A. Operate an emergency ambulance service in the Reedley EOA in order to meet all response and clinical standards, including COUNTY EMS Policies and Procedures, in accordance with this Agreement.

B. Employ and manage qualified ambulance personnel.

C. Provide or contract for employee in-service training.

D. 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.

E. Provide emergency ambulance units and other vehicles, as specified herein.

F. 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.

G. Furnish supply inventory and all necessary supplies.

H. Maintain good working relations with all other health care providers and personnel in Fresno County and neighboring jurisdictions.

I. 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.

J. Secure new or replacement ambulance post locations, as determined by CONTRACTOR, in order to meet performance requirements set forth herein.

K. Maintain good working relations with law enforcement agencies in Fresno County.

L. 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.

M. Consummate mutually beneficial support agreements with neighboring ambulance services, subject to approval by the EMS Agency.

N. Promote and maintain a good reputation in Fresno County, whenever possible, through participation in:

1) publishable research.

2) industry affairs.

3) prompt response and follow-up to inquiries and complaints.

4) leadership and participation in community activities.

5) 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).

O. 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.

P. Maintain state and local vehicle permits and personnel certifications.

Q. 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.

R. Promptly advise the EMS Agency concerning financial and operational implications of changes to CONTRACTOR's services under consideration.

S. Maintain and staff a local business office, within the Reedley 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 Reedley EOA if it can demonstrate that such services can be provided effectively from an alternate location outside the Reedley EOA.

T. Operate a billing, collection and reporting system.

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

V. 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.

W. 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).

X. Provide a minimum of one (1) disaster response vehicle that is capable of transporting equipment and personnel to a disaster location and, is authorized by the California Highway Patrol as an emergency response vehicle. A field supervisor vehicle may also serve as a disaster response vehicle provided that its capabilities can provide for both tasks.

Y. 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.

## V. 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 Reedley 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 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"

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 Subsection V.E., herein) and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or CONTRACTOR of CONTRACTOR's services.

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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 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

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 Reedley 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 Reedley 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 Reedley 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 Section VII., herein) 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 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.

If a call has been referred to another provider agency and CONTRACTOR has an emergency ambulance unit, which becomes available after the referral has occurred, the COUNTY EMS Communications Center may cancel the emergency ambulance unit responding from outside of the Reedley EOA if CONTRACTOR's emergency ambulance unit is closer to the incident.

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

The Contractor shall provide one-hundred percent (100%) of 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 one-hundred percent (100%) requests for services, as defined in the EMS Agency Policy and Procedures.

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.

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



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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 according to Section V.E., herein;

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 in order to prevent the levy of liquidated damages regarding a BLS response.

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

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E. Response Areas and Performance Standards

1) Metropolitan Response Area

The area that includes the corporate limits of the City of Reedley plus an area of unincorporated area as described in Exhibit B1 and B2, attached hereto and incorporated herein by this reference, is collectively called the Metropolitan Response Area. For each calendar month, and for calls dispatched to locations within the Metropolitan Response Area, CONTRACTOR shall have an emergency ambulance at scene within the appropriate response time requirements:

2) Rural Response Area

For each calendar month, and for calls dispatched to locations within the area described in Exhibit C1 and C2, attached hereto and incorporated herein by this reference, and herein collectively called the Rural Response Area, CONTRACTOR shall have an emergency ambulance at scene within the appropriate response time requirements:

3) Wilderness Response Area

For each calendar month, and for calls dispatched to locations within the area described in Exhibit D1 and D2, attached hereto and incorporated herein by this reference, and herein collectively called the Wilderness Response Area, CONTRACTOR shall have an emergency ambulance at scene within the appropriate response time requirements:

4) Response Time Performance Standards

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

5) 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.

6) Contractor shall maintain and continue the use of global positioning Satellite for all CONTRACTOR's emergency vehicles capable of responding to prehospital requests for service and the electronic collection and transmission of patient care information delivered under this Agreement.

7) 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.

8) 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.

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

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.

1) The following shall be considered in determining CONTRACTOR's monthly response time performance:

a. Priority Downgrades

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.

(1) Cancelled Responses

A request for emergency ambulance services that is

cancelled prior to the arrival of an ambulance; or

(2) 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

(3) Adverse Weather Conditions

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

i. 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

ii. Data Recording Error

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

iii. Out-of-Reedley EOA Mutual Aid/Instant Aid Response

Responses outside of the Reedley EOA are exempt from response time compliance. When CONTRACTOR responds to Mutual Aid/Instant Aid requests outside of the Reedley EOA and there is a separate response by a non-CONTRACTOR emergency ambulance inside the Reedley 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 Reedley EOA response area). CONTRACTOR is ultimately responsible for the non-

CONTRACTOR(s) compliance to the response times and performance indicators.

iv. 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

v. 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.

(9) Rendezvous with a Moving Vehicle

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.

(10) 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 Reedley 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.

## VI. EQUIPMENT AND PERSONNEL

CONTRACTOR shall furnish, operate, maintain and replace, as necessary, any and all items of equipment (except as otherwise provided herein), apparatus and supplies, whether real, personal, or otherwise, and shall provide qualified and properly trained and experienced personnel as may be necessary to fulfill its obligations under this Agreement. As between 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, volunteers of CONTRACTOR. CONTRACTOR is solely responsible for assuring that all personnel working under this Agreement maintain current licensure, certifications and requirements in accordance with COUNTY EMS Policies and Procedures.

## VII. 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 Reedley 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 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.

## VIII. FIELD SUPERVISOR

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.

## IX. DISPATCH AND COMMUNICATIONS

A. 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 Reedley 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 Reedley 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.

B. 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.

C. 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.

D. 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.

E. Communications Equipment:

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

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

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

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

D. COUNTY's emergency ambulance dispatch operations shall be updated, enhanced and altered as necessary to address the additional communications needs during disaster

situations including the increased need for the number of emergency ambulance units, for the coordination of out-of-area Mutual Aid and Instant Aid response units, for hospital information coordination, and for patient transport information. COUNTY disaster plans and COUNTY EMS Policies and Procedures shall govern emergency ambulance dispatch responsibilities and the role of EMS Agency staff in supervising and assisting with emergency ambulance dispatch center operations.

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

F. Normal (*i.e.*, not disaster related) Instant Aid, Mutual Aid, or multi-casualty incidents responded to by CONTRACTOR shall be performed in accordance with COUNTY EMS Policies and Procedures, and, as applicable, Mutual Aid agreements.

## XI. INQUIRIES AND COMPLAINTS

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

## XII. COMMITTEES

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

## XIII. DUTIES OF COUNTY AND EMS AGENCY

COUNTY shall have the following duties under this Agreement:

A. Designate an EMS Agency for COUNTY's EMS program.

B. Provide emergency ambulance dispatching services through the COUNTY EMS

Communications Center to CONTRACTOR, as provided herein.

C. Provide communications infrastructure and certain communications equipment to CONTRACTOR, as provided herein.

D. Provide compensation to CONTRACTOR, as provided herein, for CONTRACTOR's satisfactory performance of its services under this Agreement.

E. The EMS Agency shall have the following duties under this Agreement:

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

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

3) Cause the COUNTY EMS Communications Center to coordinate requests for emergency ambulance services, including emergency ambulance service areas that are outside of the Reedley EOA but within Fresno County, and EMS aircraft coordination.

4) Assist CONTRACTOR in developing, implementing, and maintaining an internal field supervision system to provide evaluation of CONTRACTOR's prehospital personnel providing service according to the standards established by the EMS Agency.

5) Perform periodic and annual inspections of CONTRACTOR's ambulance service records, vehicles, facilities, personnel certifications, and patient billings.

## XIV. COUNTY AND EMS AGENCY ADMINISTRATION OF AGREEMENT

COUNTY and EMS Agency shall have the authority to administer this Agreement in order to monitor the performance of services that are the subject of 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.

## XV. GENERAL PROVISIONS

A. Conflict of Interest

CONTRACTOR agrees that it shall not violate, or cause any person to violate, any Federal or State conflict of interest statutes, laws, or regulations, or local laws or regulations (including, but not limited to those adopted by the COUNTY's Board of Supervisors) governing conflict of interest (both those that are now in effect or may hereafter be enacted or adopted).

B. Non-Transferable Agreement

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

1) CONTRACTOR shall not (either voluntarily or by operation of law) assign, convey or transfer any of CONTRACTOR's rights under this Agreement without the prior, express written permission of COUNTY and the EMS Agency.

2) CONTRACTOR shall not (either voluntarily or by operation of law) assign, convey, transfer, delegate or subcontract any of CONTRACTOR's obligations under this Agreement without the prior, express written permission of COUNTY and the EMS Agency as provided in Subsection XV.C., herein.

3) CONTRACTOR shall not (either voluntarily or by operation of law) sell, assign, convey, transfer, or abandon more than ten percent (10%) of the total rights or interest in CONTRACTOR's real and personal property and assets within any one (1) year period without the prior express, written permission of COUNTY and the EMS Agency.

4) CONTRACTOR shall not (either voluntarily or by operation of law) be merged into or with another corporation, or other business entity, without the prior express, written permission of COUNTY and the EMS Agency.

If CONTRACTOR (either voluntarily or by operation of law) assigns, conveys or transfers this Agreement, or any part of this Agreement, including any right hereunder, in violation of this Subsection XV.B., such assignment, conveyance or transfer shall be void.

C. Use of Sub-Contractors

CONTRACTOR's use of sub-contractors for the direct provision of emergency ambulance services, or partial staffing for such services, is subject to the prior written permission of COUNTY's Board of Supervisors and the COUNTY's Director of the Department of Public Health, or his/her designee, acting for the EMS Agency. CONTRACTOR's use of any other sub-contractors is subject to the prior written permission of COUNTY's Department of Public Health, or designee, acting for the EMS Agency. CONTRACTOR's "use of sub-contractors" in the provision of services shall include the delegation by CONTRACTOR to a third party of CONTRACTOR's obligations under this Agreement.

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

D. Modification

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder of this Agreement. No variation or modification of the terms or conditions of this Agreement shall be valid and binding upon the parties unless and until such variation or modification is reduced to writing and is executed by duly-authorized officers or agents of the parties.

E. Rights and Remedies Not Waived

CONTRACTOR agrees, warrants, represents and guarantees that CONTRACTOR's services herein specified shall be completed for the compensation provided for in this Agreement; and that CONTRACTOR's provision of services herein, and the payment therefore by COUNTY, shall not prevent COUNTY from maintaining any legal action against CONTRACTOR for CONTRACTOR's failure to perform such services in accordance with this Agreement. In no event shall payment of compensation by COUNTY hereunder constitute or be construed to be a waiver by

COUNTY of any breach or any default that may then exist on the part of CONTRACTOR, and the payment of such compensation while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to COUNTY with respect to such breach or default.

COUNTY's and the EMS Agency's exercise of any rights or remedies under this Agreement shall not preclude COUNTY or the EMS Agency from exercising any other right or remedy under this Agreement or provided by law. Such rights and remedies may be exercised by COUNTY and the EMS Agency cumulatively. If COUNTY or the EMS Agency desires to waive any right or the exercise of any remedy under this Agreement, such waiver shall only be in writing and signed by a duly authorized officer or agent of COUNTY or the EMS Agency, as applicable. If COUNTY or the EMS Agency should waive any breach or default by CONTRACTOR of any provision of this Agreement, COUNTY and the EMS Agency shall not thereby be deemed to have waived any preceding or succeeding breach or default of the same or any other provision of this Agreement.

F. Governing Law

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

G. Invalidity

If any part of this Agreement is found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, CONTRACTOR and COUNTY shall use their best efforts to replace that part of this Agreement with legal, valid and enforceable terms and conditions most readily approximating the original intent of the parties. Furthermore, if any provision of this Agreement or the application hereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which is found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable,

shall not be affected thereby, and each remaining provision of this Agreement shall remain in full force and effect and shall be enforceable to the fullest extent permitted by law.

H. Hold Harmless, Indemnification and Defense

1) CONTRACTOR agrees to save, indemnify, hold harmless and, at COUNTY's request, defend COUNTY, including the County of Fresno, the COUNTY's Department of Public Health, the EMS Agency, their respective officers, agents, employees, contractors, attorneys, EMS Medical Directors, the COUNTY's Board of Supervisors, each member of the COUNTY's Board of Supervisors (collectively, the "COUNTY Indemnified Parties"), from and against any and all expenses, demands, liabilities, claims, actions, proceedings, litigation, judgments, suits, costs (including but not limited to court costs and attorney's fees and costs, amounts paid in settlement, and amounts paid to discharge judgments), penalties, or damages of any nature whatsoever occurring or resulting to, or threatened against COUNTY Indemnified Parties including, but not limited to, an award of attorney's fees and costs and expenses to the person or entity bringing the action, suit, proceeding, or litigation, or their officers, agents, and employees, arising from, resulting from, or in connection with any of CONTRACTOR's, including its officers, employees, agents or contractors, actions (or failing to take actions) for injury to, and death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of CONTRACTOR, its officers, employees, agents or contractors in performing or failing to perform any services or functions provided for or referred to or in any way connected with any work, services, or functions to be performed by CONTRACTOR, its officers, employees, agents, or contractors under this Agreement. The foregoing clause shall in no way obligate CONTRACTOR to provide such protection, indemnification, or defense to the extent of acts or omissions by COUNTY, its officers, employees, agents, or contractors.

2) COUNTY agrees to save, indemnify, hold harmless and, at CONTRACTOR's request, defend CONTRACTOR including, its officers, agents, employees, contractors, attorneys, CONTRACTOR's Board of Directors, each member of CONTRACTOR's Board of Directors (collectively, the "CONTRACTOR Indemnified Parties"), from and against any

and all expenses, demands, liabilities, claims, actions, proceedings, litigation, judgments, suits, costs (including but not limited to court costs and attorney's fees and costs, amounts paid in settlement, and amounts paid to discharge judgments), penalties, or damages of any nature whatsoever occurring or resulting to, or threatened against CONTRACTOR Indemnified Parties including, but not limited to, an award of attorney's fees and costs and expenses to the person or entity bringing the action, suit, proceeding, or litigation, or their officers, agents, and employees, arising from, resulting from, or in connection with any of COUNTY's, including its officers, employees, agents or contractors, actions (or failing to take actions) for injury to, and death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or contractors in performing or failing to perform any services or functions provided for or referred to or in any way connected with any work, services, or functions to be performed by COUNTY, its officers, employees, agents, or contractors under this Agreement. The foregoing clause shall in no way obligate COUNTY to provide such protection, indemnification, or defense to the extent of acts or omissions by CONTRACTOR, its officers, employees, agents, or contractors.

3) Except as otherwise provided in Subsection XV.I., herein, the aforesaid indemnity and hold harmless clauses by COUNTY and CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including but not limited to attorney fees and court costs, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or self-insurance of the indemnifying party shall have been determined to be applicable to any such damages or claims for damages; any settlement of any actual or threatened action, suit, proceeding, or litigation in connection with this Subsection XV.H. shall be subject to approval of the party to be indemnified.

4) Notwithstanding anything stated to the contrary in this Agreement, the provisions of this Subsection XV.H. shall not apply to any act or omission of any of the Indemnified Parties (as that term is defined in Subsection XV.I., herein) arising out of or in connection with the EMS Agency creating or enforcing the Reedley EOA.

5) The provisions of this Subsection XV.H. shall survive termination of this

Agreement.

I. Grandfather EOA - Hold Harmless, Indemnification and Defense

The parties recognize that there has been a proliferation of litigation challenging governmental actions in the administration of EMS. Because the creation and enforcement of the Reedley EOA would directly benefit CONTRACTOR in that the Reedley EOA is expected to ensure stability in the provision of emergency ambulance services to the Reedley EOA, and thereby directly benefit CONTRACTOR, CONTRACTOR is agreeable to indemnifying, defending and holding harmless COUNTY and the EMS Agency herein for the EMS Agency creating the Reedley EOA and enforcing Reedley EOA in order that COUNTY and the EMS Agency shall bear no fiscal or financial burden whatsoever resulting from any litigation challenging such actions of the EMS Agency.

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

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

The provisions of this Subsection XV.I. shall survive termination of the Reedley EOA and this Agreement.

## XVI. INSURANCE

Without limiting COUNTY's right to obtain indemnification from 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 One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Two Million Dollars ($2,000,000). 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 shall 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. CONTRACTOR shall maintain, at its sole expense, in full force and effect a policy or policies of Professional Liability for a period of not less than three (3) years from the termination date of this Agreement.

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 that CONTRACTOR executes 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 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be

excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

## XVII. 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 XVII.

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 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 COUNTY or to this Agreement.

## XVIII. CONSIDERATION

A. No local tax support shall be provided by COUNTY to CONTRACTOR in connection with his Agreement. COUNTY shall have no obligation to compensate CONTRACTOR for services performed under this Agreement other than as stated in this Section XVIII. The only compensation payable by COUNTY to CONTRACTOR for CONTRACTOR's satisfactory performance of its services under this Agreement is as follows:

B. COUNTY shall provide compensation to CONTRACTOR for the satisfactory performance of its services as provided in this Agreement.

1) Year One

COUNTY shall pay to CONTRACTOR a monthly lump-payment of Three Thousand Five Hundred and None/100 Dollars ($3,500.00) for estimated dry runs and uncollectible charges. The total maximum compensation payable under this agreement for the period of July 1, 2017 through June 30, 2018 shall not exceed Forty-two Thousand and No/100 Dollars ($42,000.00)

2) Year Two

COUNTY shall pay to CONTRACTOR a monthly lump-payment of Two Thousand Three Hundred Thirty-three and 33/100 Dollars ($2,333.33) for the period of July 1, 2018 through June 30, 2019 for estimated dry runs and uncollectible charges. The total maximum compensation payable under this agreement for the period of July 1, 2018 through June 30, 2019 shall not exceed Twenty-eight Thousand and No/100 Dollars ($28,000.00).

3) The total maximum compensation payable under the Agreement, for the period of July 1, 2017 through June 30, 2019, shall not exceed Seventy Thousand and No/100 Dollars ($70,000.00).

In consideration for such compensation, CONTRACTOR shall completely, unconditionally and irrevocably assign all of its "uncollectible accounts" to COUNTY. "Uncollectible accounts" shall be defined as those accounts receivable for authorized runs which CONTRACTOR has been unable to collect payment upon after they become past due or delinquent in accordance with CONTRACTOR's customary and usual practices as set forth in COUNTY EMS Policy #205, and which accounts came into existence due to CONTRACTOR's performance of this Agreement or as a result of CONTRACTOR's rendering of emergency ambulance service, or both.

COUNTY shall have the discretion to pursue any and all collection efforts for the compromise and settlement of such accounts. COUNTY shall retain any and all revenues it receives on such accounts and shall have no obligation to pay to CONTRACTOR any portion of such revenues collected.

4) Full Compensation

The parties agree that the amount of compensation, stated above, are inclusive of and fulfill any obligation that COUNTY may have, if any, presently or at any time during the term of this Agreement, and any renewal thereof, to compensate, reimburse, or otherwise pay CONTRACTOR for EMS, including emergency ambulance services provided to medically-indigent persons.

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

## XIX. AUDITING

The Auditor-Controller/Treasurer-Tax Collector of COUNTY shall have the right to review any and all books, accounts, financial and accounting records, bills and the like of CONTRACTOR relating to services provided under this Agreement. CONTRACTOR shall retain and make available for inspection by COUNTY's Auditor-Controller/Treasurer-Tax Collector for at least a three (3) year period from final payment under this Agreement, all of the documents and records described above.

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

## XX. TERM AND TERMINATION OF AGREEMENT

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

B. Either party may terminate this Agreement without cause by giving at least ninety (90) days advance written notice of such termination to the other party.

C. The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by COUNTY's Board of Supervisors. Should sufficient funds not be allocated for this Agreement at any time by COUNTY during the term of this Agreement, the services provided may be modified at any time by COUNTY, or this Agreement may be terminated at any time by either party giving the other party at least thirty (30) days advance written notice thereof.

D. Either party may suspend or terminate this Agreement in whole or in part, where in the determination of the aggrieved party the other party is in breach of a material obligation to perform under this Agreement, provided however, the following shall first take place:

1) The aggrieved party shall give the other party written notice of such breach, stating with reasonable specificity the facts and the reasons giving rise to such breach; such notice shall be given to the other party at least fifteen (15) days before the date of termination of this Agreement due to such breach; and

2) Before such fifteen (15) day period has elapsed, the other party has not

cured such breach of this Agreement to the reasonable satisfaction of the party giving such notice of breach.

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

## XXI. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

## XXII. FORCE MAJEURE

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

B. During any period in which either party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to promptly commence or resume performance of its obligations under this Agreement. Without limiting the generality of the

foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all reasonable action necessary to terminate any temporary restraining order or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under this Agreement.

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

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

**XXIII. CONFIDENTIALITY**

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

**XXIV. ENTIRE AGREEMENT**

The parties agree that all of the terms of this Agreement shall be binding upon them, and their successors-in-interest, assigns and legal representatives, and that together these terms constitute the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all previous negotiations, proposals, commitments, writings, understandings and agreements of any nature whatsoever concerning the subject matter hereof unless expressly included in this Agreement. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by an authorized agent or officer of the parties.

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ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By _____
Deputy

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

**COUNTY OF FRESNO:**

By: _____
Chairman, Board of Supervisors

Date: 6/20/2017

**SEQUOIA SAFETY COUNCIL, INC.:**

By: _____
Chairman of Ambulance Board

Date: 5-25-17

BERNICE E. SIEDEL, CLERK
Board of Supervisors

By: See Attestation on page 40

Date: _____

By: _____
Secretary of Ambulance Board

Date: 5/26/17

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

By: _____

Mailing Address:
500 E. 11th Street
Reedley, CA 93654

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

By: _____

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By: _____
David Pomaville
Director
Department of Public Health
as the designated EMS Agency

| | |
|---|---|
| Fund/Subclasss: | 0001/10000 |
| Organization | 56201695 |
| Account | 7295 |

# Exhibit A
## Ambulance Zone "J"

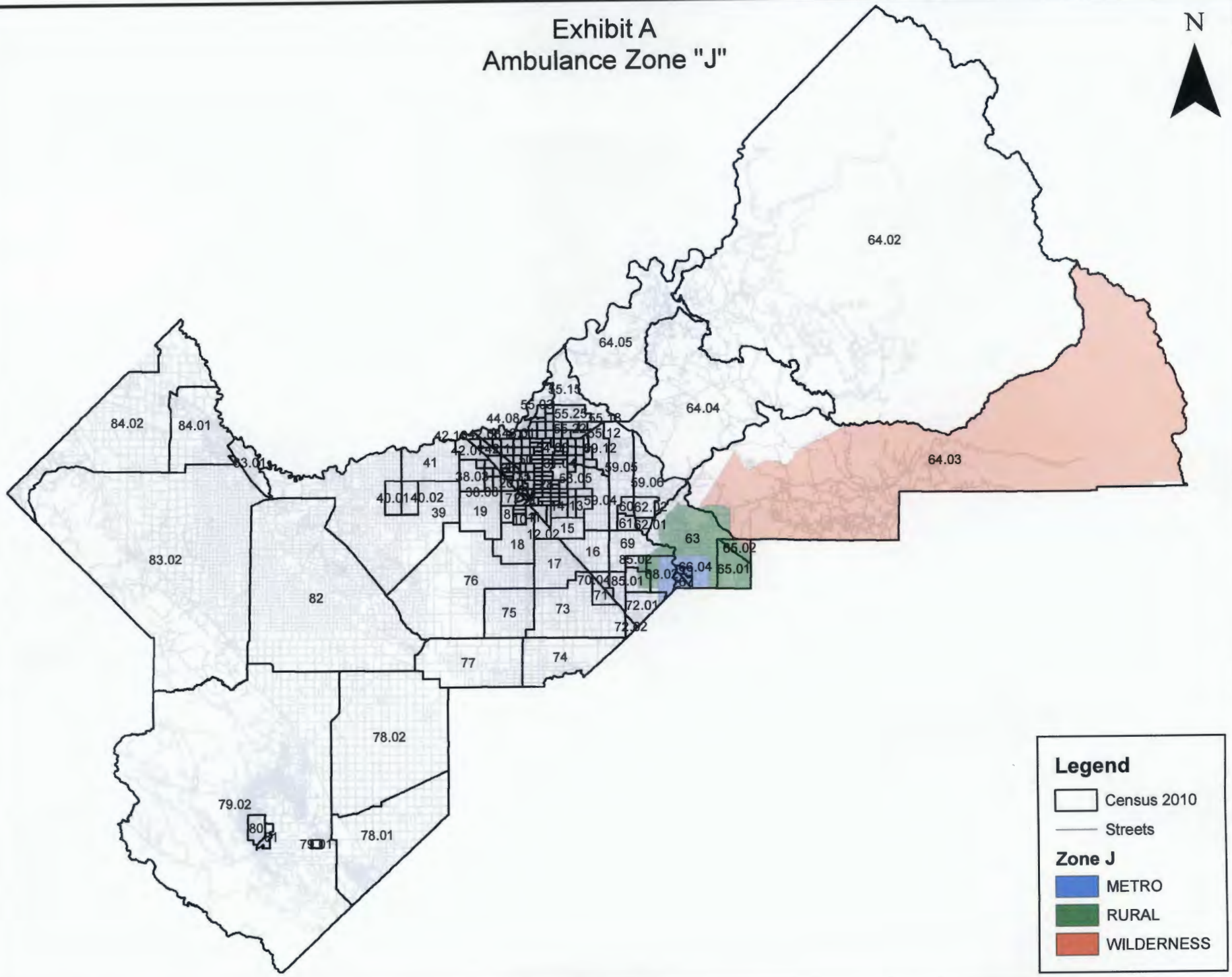

**Exhibit B-1**
**Description of Metropolitan Response Area**
Ambulance Zone "J"

The following Census Tracts and descriptions comprise the Metro/Urban Area of Ambulance Zone J:

Census Tract #63 – Includes all of the area SOUTH of Adams Avenue *and* WEST of Alta Avenue.

Census Tract #66.02 – Includes all of the Census Tract.

Census Tract #66.03 – Includes all of the Census Tract.

Census Tract #66.04 – Includes all of the Census Tract.

Census Tract #67 – Includes all of the Census Tract.

Census Tract #68.02 – Includes all of the area SOUTH of Adams avenue *and* East of Smith Road.

Census Tract #72.01 – Includes all of the area EAST of Smith Avenue.

# Exhibit B
## Map of Metropolitan Response Area
## Ambulance Zone J

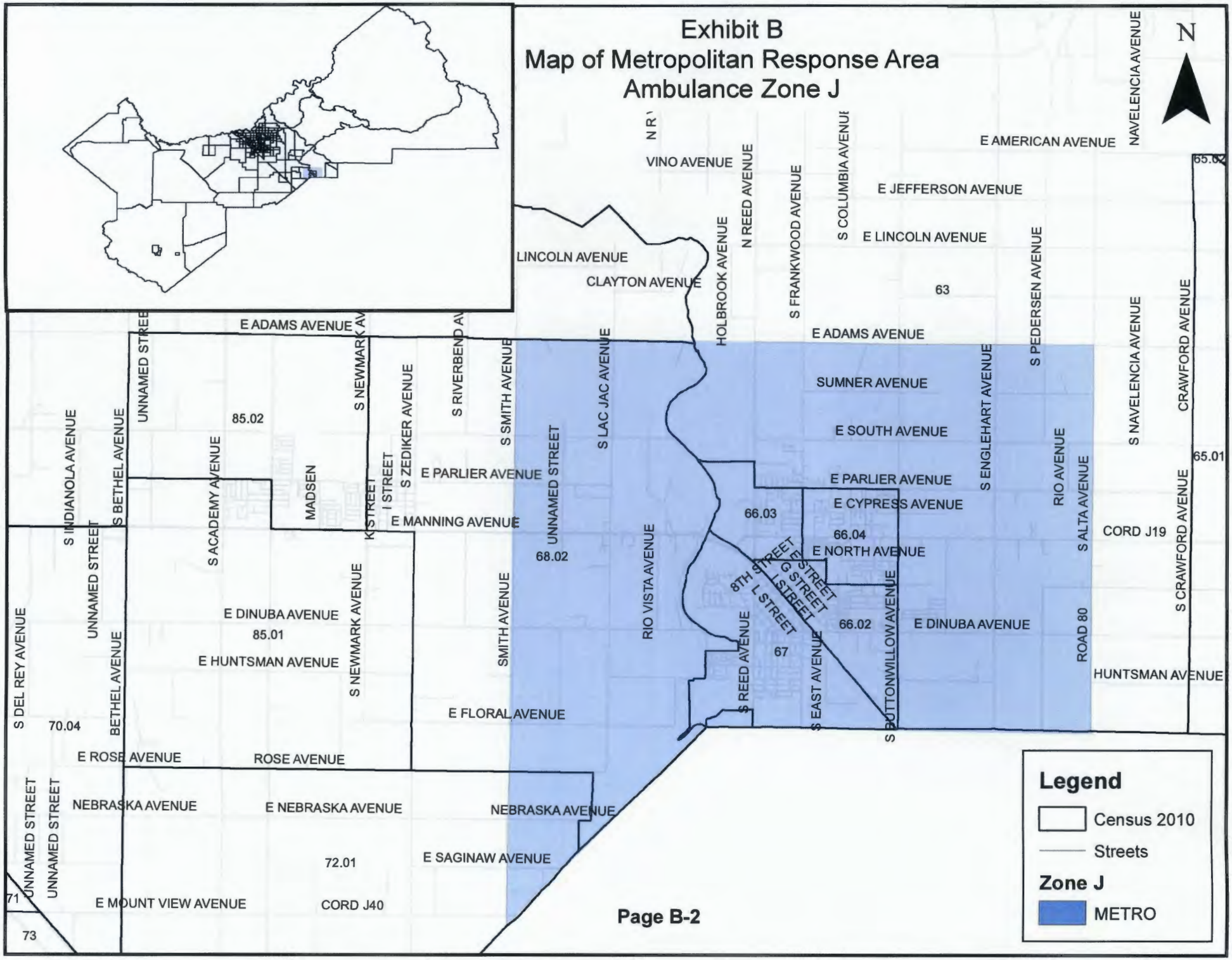

**Exhibit C-1**
**Description of Rural Response Area**
Ambulance Zone "J"

The following Census Tracts and descriptions comprise the Rural Response Area of Ambulance Zone J:

Census Tract #63 – Includes all of the area SOUTHEAST of the following boundary – from the intersection of the Cameron Slough and the Kings River, NORTHEAST along the Cameron Slough to the intersection of Reed Avenue and the Cameron Slough *and* then SOUTH on Reed Avenue to Kings Canyon Road *and* then EAST on Kings Canyon Road to the Friant-Kern Canal, Excluding the areas:

EAST of S.Cove Avenue.

SOUTH of Adams Avenue and WEST of Road 80 /S. Alta Avenue..

Census Tract #64.03 – Includes all of the area SOUTH of Kings Canyon Road *and* WEST of Cove Road.

Census Tract #65.01 – Includes all of Census Tract.

Census Tract #65.02 – Includes all of the area WEST of the Friant Kern Canal.

Census Tract #68.02 – Includes all of the area WEST of Smith Road and NORTH of Floral Avenue.

Census Tract #69 – Includes all of the area SOUTHEAST of the Cameron Slough.

Census Tract #85.01 – Includes all of the area EAST of S. Mendocino Avenue and NORTH of Floral Avenue.

Census Tract #85.02 – Includes all of the area EAST of S. Mendocino Avenue.

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# Exhibit C
## Map of Rural Response Area
## Ambulance Zone J

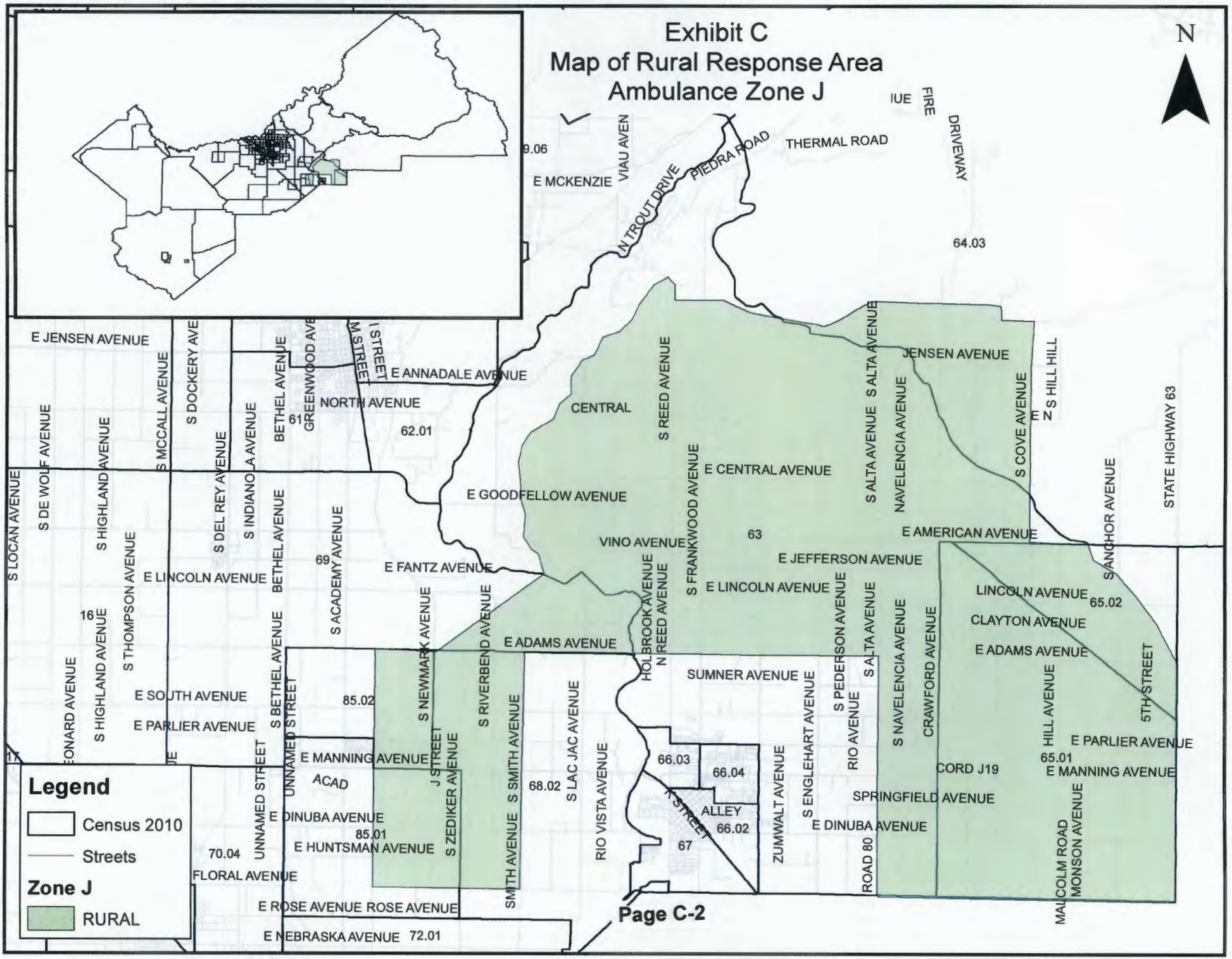


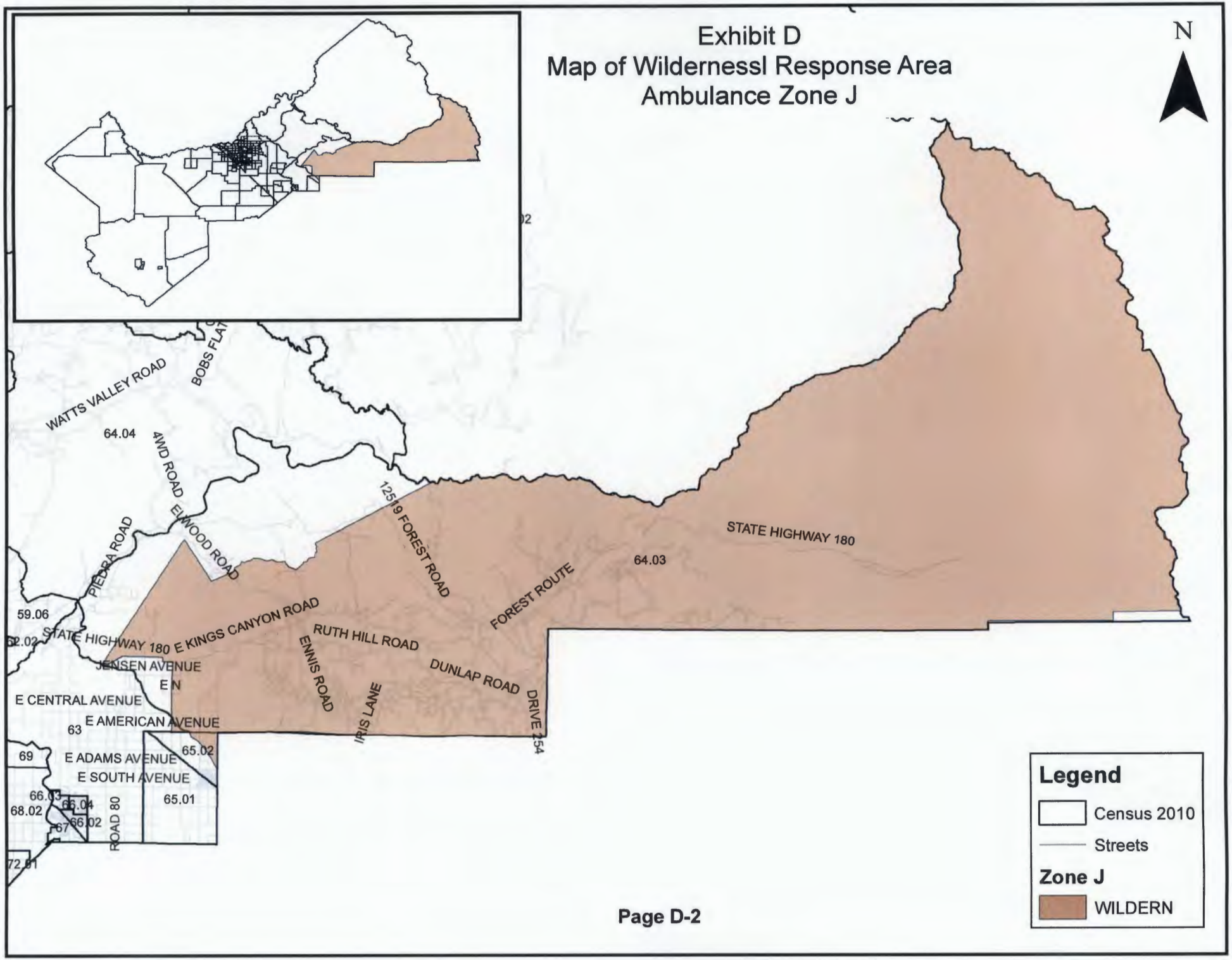
**Exhibit D-1**
**Description of Wilderness Response Area**
Ambulance Zone "J"

The following Census Tracts and descriptions comprise the Remote/Wilderness Area of Ambulance Zone J:

Census Tract #64.03 – Includes all of the area NORHT of Kings Canyon Road *and* EAST of Cove Road.

Census Tract #65.02 – Includes all of the area EAST of the Friant Kern Canal.

# Exhibit D
## Map of Wildernessl Response Area
## Ambulance Zone J



# SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

## INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the Corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

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

| **(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 F - 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 |
| Rural Zone | 1 & 2 | 20 minutes | 95% | Quarterly |
| Rural Zone | 3 & 4 | 30 minutes | 95% | Quarterly |
| Wilderness Zone | 1 & 2 | 60 minutes | 95% | Quarterly |
| Wilderness Zone | 3 | 90 minutes | 95% | Quarterly |
| All Zones | 5 | 30 minutes | 95% | Monthly |