

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of July, 2017,
by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California,
hereinafter referred to as "COUNTY," and the **CITY OF COALINGA**, a Municipal Corporation,
whose address is 155 West Durian, Coalinga, California, 93210, hereinafter referred to as
"CONTRACTOR."

WITNESSETH:

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

WHEREAS, the CONTRACTOR desires to provide emergency ambulance services as
authorized by law within the incorporated boundaries of the City of Coalinga and within the
unincorporated area of Fresno County, all as designated in Exhibit "A", attached hereto and by this
reference incorporated herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties acknowledge that the COUNTY's Department of Public Health has been
designated as the Local EMS Agency of the COUNTY with the authority to plan, administer,
implement and evaluate an emergency medical services system in Fresno County pursuant to
California Health and Safety Code Sections 1797.200 and 1797.204. The parties also acknowledge
that the Local EMS Agency has implemented COUNTY's EMS Policy #200 (Authorization of
Ambulance Provider Agencies in Fresno County). The parties further acknowledge that the EMS
Medical Director of the COUNTY's Department of Public Health has the authority set forth in Health
and Safety Code Section 1798. CONTRACTOR shall operate its emergency medical care program in
conformity with the medical policies, procedures and standards issued and amended by the Local EMS
Agency (hereinafter collectively referred to as the "COUNTY EMS Policies and Procedures," and
individually referred to as "COUNTY EMS Policy #").

2. DUTIES OF CONTRACTOR

A. CONTRACTOR shall be responsible for furnishing services, equipment and

1 materials as hereinafter set forth, in order to provide emergency medical services to persons in need
2 thereof within the incorporated boundaries of the City of Coalinga and that certain portion of the
3 unincorporated area of Fresno County, which is all known as Ambulance Service Zone "C," all shown
4 on Exhibit "A."

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

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

12 C. CONTRACTOR agrees to meet performance standards and requirements as
13 further discussed in Section 6 of this Agreement.

14 **3. DUTIES OF COUNTY**

15 A. COUNTY shall operate a central dispatching facility and shall immediately refer
16 all calls for emergency medical care and ambulance services within the area set forth in Exhibit "A" to
17 the Fire Department of the City of Coalinga in accordance with COUNTY EMS Policies and
18 Procedures.

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

23 2) COUNTY will do periodic and annual inspections of CONTRACTOR's
24 emergency ambulance services personnel certifications, records, vehicles, equipment, and facilities
25 required by law and this Agreement.

26 B. Notwithstanding the foregoing provisions of Subsection 3.A. of this Agreement,
27 COUNTY is not restricted by reason of this Agreement from entering into an agreement for services
28 that are the same as or similar to these provided by CONTRACTOR pursuant to this Agreement with

1 an entity other than CONTRACTOR for the provision of emergency medical services within the same
2 geographic area as described in Exhibit "A". COUNTY shall notify CONTRACTOR of any proposal
3 to enter into such an agreement with any other entity prior to award of such agreement.

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

6 a) The use of COUNTY communications infrastructure for EMS
7 Med Channels, as provided herein.

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

13 **4. QUALIFICATION OF CONTRACTOR**

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

23 **5. AREA SERVED**

24 CONTRACTOR shall provide emergency medical services, on a non-exclusive basis,
25 upon dispatch by COUNTY and upon direct call to CONTRACTOR's Fire Department to any location
26 or incident within the territory of Fresno County Ambulance Service Zone Area "C" as described in
27 Exhibit "A." In addition, upon request of the COUNTY EMS Communications Center,
28 CONTRACTOR shall, to the extent consistent with its primary responsibility to provide emergency

1 medical services in the area of Exhibit "A," render all reasonable prehospital "mutual aid" to those
2 providers of emergency medical services operating within the adjacent Service Zone Areas in order to
3 ensure that timely emergency medical services are rendered to persons in need of such services within
4 those areas.

5 **6. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS**

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

10 "Advanced Life Support" services shall mean special services designed to
11 provide definitive emergency medical care, including, but not limited to, cardiopulmonary
12 resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous
13 therapy, administration of specified drugs and other medical preparations, and other specified
14 techniques and procedures administered by authorized personnel under direct supervision of a base
15 station hospital or according to approved written protocols.

16 "Basic Life Support" services shall mean emergency first aid and
17 cardiopulmonary resuscitation procedures which, as a minimum, includes recognizing respiratory and
18 cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life
19 without invasive techniques until the patient may be transported or until advanced life support is
20 available.

21 B. Response Areas and Performance Standards

22 1) Metropolitan Response Area

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

26 2) Rural Response Area

27 The Rural Response Area is defined as that area beyond the metropolitan
28 response area limits, which is described in Exhibit "C", attached hereto and incorporated herein by this

1 reference.

2 3) Wilderness Response Area

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

7 4) Response Time Performance Standards

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

10 5) The required response times under this Agreement are measured from the
11 time CONTRACTOR is alerted for a response to the time that CONTRACTOR arrives at scene in a
12 fully staffed and equipped emergency ambulance unit. COUNTY provides CONTRACTOR with
13 significant flexibility in CONTRACTOR’s methods of providing said services in order to achieve
14 minimum results required under this Agreement. This is based upon CONTRACTOR’s commitment
15 to perform to the response time standards required under this Agreement. Therefore, a deficiency or
16 an error by CONTRACTOR in one or more phases of its operations (*e.g.*, vehicle deployment plan and
17 basing model, and vehicle maintenance) shall not be the basis for the EMS Agency granting an
18 exception to CONTRACTOR for its performance in another phase of its operation (*e.g.*, response time
19 performance). Required response times shall be measured in minutes and seconds, and shall be time
20 stamped by the EMS Agency’s computer aided dispatch (CAD) system consistent with the
21 requirements herein.

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

1 Agency.

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

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

16 a.) Failure to Report "At Scene"

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

22 i) "At Scene"

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

28 b) 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".

6) Performance Indicators for Alerting and Initiating Response

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

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

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

i. "Unit Alert"

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

7) Ambulances shall be staffed and equipped at the appropriate response level for the response incident (Advanced Life Support or Basic Life Support). The Contractor may utilize its own discretion on resource management with regard to advanced life support (paramedic) ambulance units. The Contractor may operate a *single-tiered system* - utilizing advanced life 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

1 Contractor has the operational flexibility to operate under either model in order to provide a cost-effective
2 system. However, the Contractor's obligation to perform its minimum performance requirements under
3 this Agreement to the reasonable satisfaction of the County and the EMS Agency shall not be lessened if
4 Contractor elects to operate a *multi-tiered system* - that is, the Contractor shall in any event be responsible
5 to provide an appropriately staffed and equipped ambulance unit, as defined in the EMS Agency Policy
6 and Procedures.

7
8 The EMS Agency requirement for minimum staffing of advanced life support
9 (paramedic) units is one (1) currently California-licensed and locally-accredited paramedic and one (1)
10 currently trained and locally certified EMT. The minimum staffing for a BLS unit is two (2) locally
11 certified EMTs.

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

- 16 a) Rendezvous between BLS ambulance units and advanced life support
17 (paramedic) units shall be initiated according to the standards described in
18 EMS Policy #510; and
19 b) Such BLS ambulance personnel shall adhere to EMS Agency Policy and
20 Procedures regarding treatment and the urgency of transport. Patient transport
21 shall not be inappropriately delayed, contrary to EMS Agency Policy and
22 Procedures, in order to wait for the arrival of a non-transport advanced life
23 support (paramedic) unit in order to prevent the levy of liquidated damages
24 regarding a BLS response.
25 c) BLS level ambulances for services under this Agreement shall be equipped
26 and staffed at the BLS-defibrillation level.

27 8) CONTRACTOR shall make (and shall maintain for 180 days) a tape
28 recorded copy of all requests for medical aid through the designated public safety answering point.

9) CONTRACTOR shall, consistent with COUNTY EMS Policies and

Procedures, develop, collect, maintain and transmit data regarding its delivery of services hereunder.

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

11) 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, coordinating, and data collection.

12) CONTRACTOR agrees to provide an internal quality improvement program, which adheres to the COUNTY EMS Policies and Procedures.

7. EQUIPMENT AND PERSONNEL

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

8. INDEPENDENT CONTRACTOR

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

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

1 all applicable provisions of law and the rules and regulations, if any, of governmental authorities
2 having jurisdiction over matters the subject thereof.

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

11 **9. CONSIDERATION**

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

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

18 1) Monetary Compensation

- 19 a. COUNTY shall pay to CONTRACTOR a monthly lump-payment of
20 Two Thousand and No/100 Dollars (\$2,000.00 for uncollectible
21 charges. The foregoing compensation represents the parties' best
22 estimate of CONTRACTOR's monthly uncollected charges for
23 services provided under this Agreement.
24 b. COUNTY shall pay to CONTRACTOR a monthly lump-payment of
25 One Thousand Seven-Hundred Fifty and No/100 Dollars (\$1,750.00),
26 which represents a portion of the cost necessary to provide advanced
27 life support (paramedic level services for the City of Huron.
28 c. The total maximum monetary compensation payable under this

1 Agreement, for the period of July 1, 2017 through June 30, 2019, shall
2 not exceed Ninety Thousand and No/100 Dollars (\$90,000.00)

3 d. In consideration for such monetary compensation,
4 CONTRACTOR shall completely, unconditionally and irrevocably assign
5 all of its "uncollectible accounts" to COUNTY. "Uncollectible accounts"
6 shall be defined as those accounts receivable for authorized runs which
7 CONTRACTOR has been unable to collect payment upon after they
8 become past due or delinquent in accordance with CONTRACTOR's
9 customary and usual practices as set forth in COUNTY EMS Policy
10 #205, and which accounts came into existence due to CONTRACTOR's
11 performance of this Agreement or as a result of CONTRACTOR's
12 rendering of emergency ambulance service, or both. The parties agree
13 that CONTRACTOR will follow the billings, collections, and account
14 write-off practices and procedures outlined in COUNTY EMS Policy
15 #205, for purposes of this Subsection 9.B., of this Agreement. COUNTY
16 shall have the discretion to pursue any and all collection efforts for the
17 compromise and settlement of such accounts. COUNTY shall retain any
18 and all revenues it receives on such accounts and shall have no obligation
19 to pay to CONTRACTOR any portion of such revenues collected.

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

25 **10. AUDITING**

26 COUNTY shall have the right to review any and all books, accounts, financial and
27 accounting records, bills and the like of CONTRACTOR relating to services provided under this
28 Agreement. CONTRACTOR shall retain and make available for inspection by COUNTY for at least a

1 three (3) year period from final payment under this Agreement, all of the documents and records
2 described above.

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

6 **11. INSURANCE**

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

11 A. Commercial General Liability

12 Commercial General Liability Insurance with limits of not less than One Million
13 Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars
14 (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific
15 coverage including completed operations, product liability, contractual liability, Explosion-Collapse-
16 Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of
17 the nature of the contract.

18 B. Automobile Liability

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

22 C. Professional Liability

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

26 D. Worker's Compensation

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

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

9 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
10 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
11 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
12 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage
13 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees
14 will not be responsible for any premiums on the policies; that such Commercial General Liability
15 insurance names the County of Fresno, its officers, agents and employees, individually and
16 collectively, as additional insured, but only insofar as the operations under this Agreement are
17 concerned; that such coverage for additional insured shall apply as primary insurance and any other
18 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
19 excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and
20 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
21 written notice given to COUNTY.

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

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

28 The insurance requirements of this Section 11 shall apply to CONTRACTOR's

1 personnel during their performance of any activity which is the subject of this Agreement, or any
2 amendment hereto, including, but not limited to, their participation in clinical education programs and
3 prehospital experience while assigned to a separate paramedic ground ambulance provider.

4 **12. MUTUAL INDEMNIFICATION**

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

17 B. COUNTY agrees to protect, defend, indemnify and hold harmless
18 CONTRACTOR, its elective and appointive boards, officers, agents and employees from any and all
19 claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including attorney's
20 fees and court costs, for injury to, and death of, any persons, and for injury to any property, including
21 consequential damages of any nature resulting therefrom, arising out of, or in any way connected with
22 the acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or contractors in
23 performing or failing to perform any services or functions provided for or referred to or in any way
24 connected with any work, services, or functions to be performed by COUNTY, its officers, employees,
25 agents or contractors under this Agreement. The foregoing clause shall in no way obligate the
26 COUNTY to provide such protection, indemnification, or defense to the extent of acts or omissions by
27 the CONTRACTOR, its officers, employees, agents, or contractors.
28

1 C. The aforesaid indemnity and hold harmless clauses by CONTRACTOR and
2 COUNTY shall apply to all damages and claims for damages of every kind suffered, or alleged to
3 have been suffered by the party to be indemnified, including but not limited to attorney fees and court
4 costs, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the
5 insurance policies or program or self-insurance of the indemnifying party shall have been determined
6 to be applicable to any such damages or claims for damages.

7 **13. TERM OF AGREEMENT**

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

10 **14. TERMINATION OF AGREEMENT**

11 Either party hereto may terminate this Agreement at any time without cause upon ninety
12 (90) days written notice to the other party. Prior to giving such notice, the terminating party shall
13 notify the other party of its intention to terminate and shall allow the other party an opportunity to
14 appear before the COUNTY's Board of Supervisors or CONTRACTOR's City Council concerning
15 such notice of termination.

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

20 Either party hereto may terminate this Agreement at any time for cause for the other
21 party's material breach of its obligations affecting the public health and safety if not less than ten (10)
22 days advance, written notice has been given to the other party and such breach remains uncured. The
23 party receiving said notice may respond to said notice and any charges contained therein within the ten
24 (10) day period.

25 In the event of termination for cause, CONTRACTOR shall be paid pro rata for those
26 days of satisfactory service performed to the date of termination.

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

1 **15. NON-DISCRIMINATION**

2 During the performance of this Agreement, CONTRACTOR shall not unlawfully
3 discriminate against any employee or applicant for employment, or recipient of services, because of
4 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
5 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
6 sexual orientation, military or veteran status, pursuant to all applicable State of California and Federal
7 statutes and regulations.

8 **16. FORCE MAJEURE**

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

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

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

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

1 **17. GOVERNING LAW**

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

5 **18. CONFIDENTIALITY**

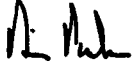
6 All services performed by CONTRACTOR under this Agreement shall be in strict
7 conformance with all applicable Federal, State of California and/or local laws and regulations relating
8 to confidentiality, including all Health Insurance Portability Accounting Act (HIPAA) regulations.

9 **19. ENTIRE AGREEMENT**

10 The parties agree that all of the terms of this Agreement shall be binding upon them, and
11 their successors-in-interest, assigns and legal representatives, and that together these terms constitute
12 the entire agreement of the parties with respect to the subject matter hereof. This Agreement
13 supersedes all previous negotiations, proposals, commitments, writings, understandings and
14 agreements of any nature whatsoever concerning the subject matter hereof unless expressly included
15 in this Agreement. No variation or modification of this Agreement and no waiver of any of its
16 provisions or conditions shall be valid unless in writing and signed by an authorized agent or officer of
17 the parties. This Agreement may not be assigned by CONTRACTOR or COUNTY without the
18 written consent of the other party. CONTRACTOR shall not delegate, subcontract, assign, or transfer
19 any of its duties hereunder without the written consent of the COUNTY.

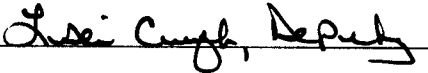
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 **COUNTY OF FRESNO:**

5 By: 
6 Chairman, Board of Supervisors

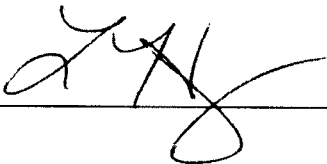
7 Date: July 11, 2017

8 BERNICE E. SEIDEL, Clerk
9 Board of Supervisors

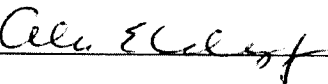
10 By: 

11 Date: July 11, 2017

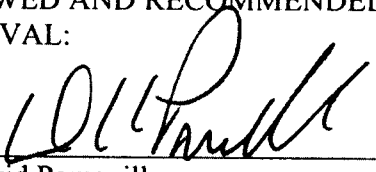
12
13
14 APPROVED AS TO LEGAL FORM:
15 DANIEL C. CEDERBORG, COUNTY COUNSEL

16 By: 


17
18 APPROVED AS TO ACCOUNTING FORM:
19 OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
20 TREASURER-TAX COLLECTOR

21 By: 

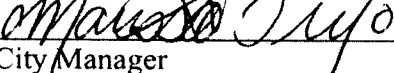
22
23 REVIEWED AND RECOMMENDED FOR
24 APPROVAL:

25 By: 
26 David Pomaville
27 Director
28 Department of Public Health
as the designated EMS Agency

CITY OF COALINGA:

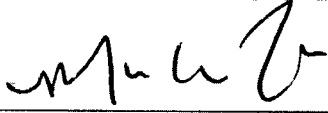
By: 
Mayor

Date: 6-1-17

By: 
City Manager

Date: 6/7/17

APPROVED AS TO LEGAL FORM:
COALINGA CITY ATTORNEY

By: 

Mailing Address:
155 West Durian
Coalinga, CA 93210

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

[illegible]

Exhibit A

Fresno County Ambulance Service Area

Zone C

Description

1. Beginning at the point where Cantua Creek intersects with the Fresno County/San Benito line.
2. Proceed south along the Fresno County/San Benito County line, south along the Fresno County/Monterey County line, south along the Fresno County/San Luis Obispo County to the intersection of the Fresno County/San Luis Obispo County/Kings County lines.
3. Proceed northeast and north along the Fresno County/Kings County line to the intersection of W. Gale Avenue and the Fresno County/Kings County line.
4. Proceed north along the Fresno County/Kings County line to the intersection of the Fresno County/Kings County line and the Oakland Avenue alignment.
5. Proceed west on the Oakland Avenue alignment to the intersection of Oakland Avenue and Jameson Avenue.
6. Proceed northwesterly along an imaginary line to the intersection of the Howard Avenue alignment and the Paige Avenue alignment.
7. Proceed west along an imaginary line to the intersection of Paige Avenue alignment and Fresno-Coalinga Road.
8. Proceed northwesterly along an imaginary line to the intersection of S. Colusa Avenue and Mt. Whitney Avenue.
9. Proceed west along Mt. Whitney Avenue to the intersection of Mt. Whitney Avenue and S. Stanislaus Avenue.
10. Proceed north along S. Stanislaus Avenue to the intersection of S. Stanislaus Avenue and W. Harlan Avenue.
11. Proceed west along W. Harlan Avenue to the intersection of W. Harlan Avenue and S. Derrick Avenue.

12. Proceed south along S. Derrick Avenue to the intersection of S. Derrick Avenue and Cantua Creek.
13. Proceed westerly along Cantua Creek to the Fresno County/San Benito County line, the point of origin.

Exhibit B

Fresno County Ambulance Service Area Zone C Metropolitan Response Area Description

1. Beginning at the intersection of W. Tornado Avenue and the Kings Avenue alignment.
2. Proceed south on the Kings Avenue alignment to the intersection of Kings Avenue and W. Tractor Avenue.
3. Proceed west on the W. Tractor Avenue alignment to the intersection of W. Tractor Avenue alignment and S. Derrick Boulevard.
4. Proceed south on S. Derrick Boulevard to a point in alignment with W. Conn Avenue and S. Derrick Boulevard.
5. Proceed east on the W. Conn Avenue alignment to the intersection of W. Conn Avenue and S. San Joaquin Avenue.
6. Proceed north on S. San Joaquin Avenue and its alignment to a point that is in alignment with the W. Tractor Avenue alignment.
7. Proceed west on the W. Tractor Avenue alignment to the intersection of the W. Tractor Avenue alignment and the Stanislaus Avenue alignment.
8. Proceed north on Stanislaus Avenue to the intersection of Stanislaus Avenue alignment and Fresno-Coalinga Road and the W. Tornado Avenue alignment.
9. Proceed west on the W. Tornado Avenue alignment to the point of origin, the intersection of W. Tornado Avenue and the Kings Avenue alignment.

Exhibit C

Fresno County Ambulance Service Area Zone C Rural Response Area Description

The Rural Response Area includes the area within Fresno County Ambulance Service Area Zone C (Exhibit A), EAST of the following line, and excluding the area identified as the Metropolitan Response Area (Exhibit B).

1. Beginning at the intersection of Cantua Creek and South Derrick Avenue.
2. Proceed SOUTHEAST along South Derrick Avenue to the intersection of South Derrick Avenue and South Stanislaus Avenue
3. Proceed SOUTHWEST along an imaginary line to the intersection of Los Gatos Road and Parsons Road.
4. Proceed South along Parsons Road to the intersection of Parsons Road and Highway 198.
5. Proceed WEST along Highway 198 to the intersection of Highway 198 and Wartham Street.
6. Proceed SOUTHEAST along an imaginary from the intersection of Hwy 198 and Wartham Street to the intersection of Highway 33 and Highway 41 until such a line would intersect the Fresno County/Kings County Line.

Exhibit D Fresno County Ambulance Service Area Zone C Wilderness Response Area

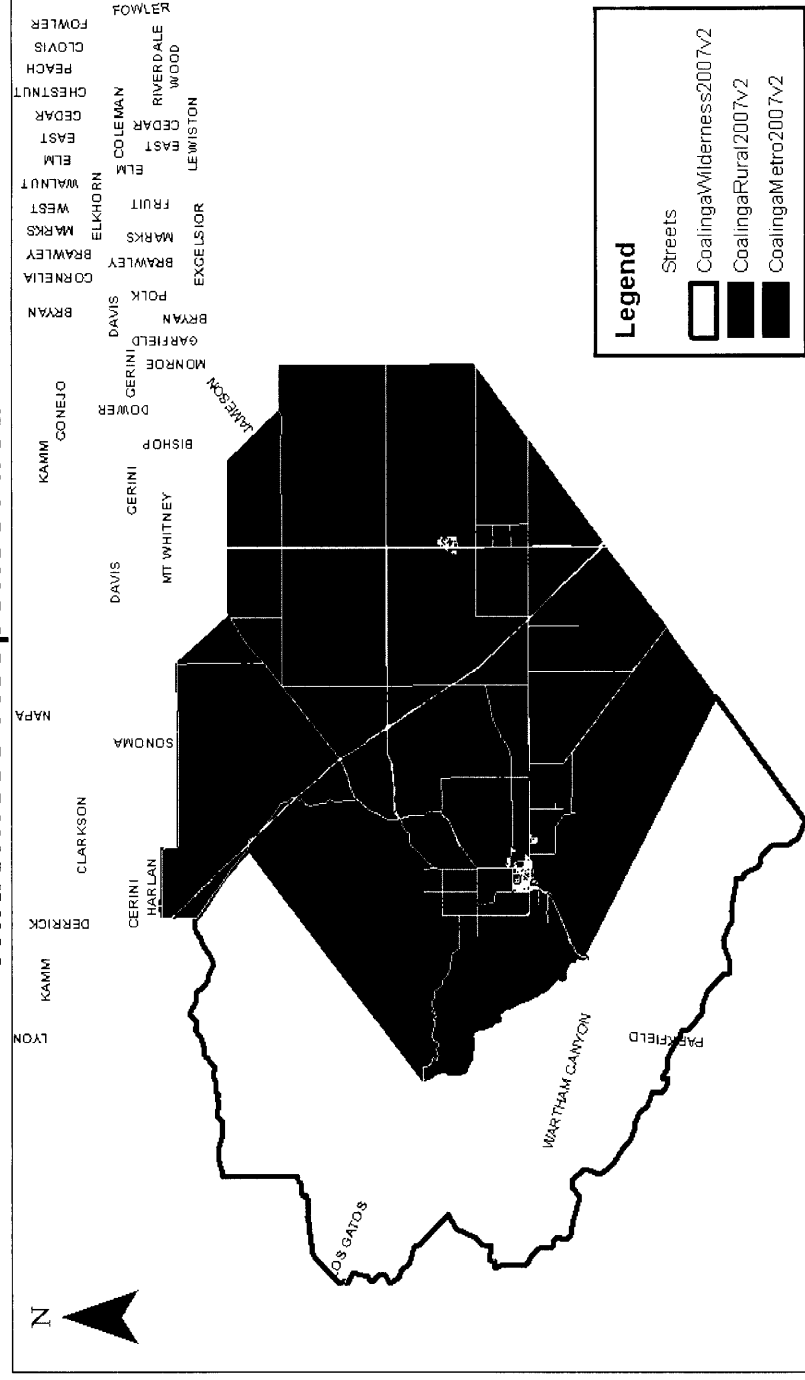


Exhibit D

Fresno County Ambulance Service Area Zone C Wilderness Response Area Description

The Wilderness Response Area includes the area within Fresno County Ambulance Service Area Zone C (Exhibit A), WEST of the following line.

1. Beginning at the intersection of Cantua Creek and South Derrick Avenue.
2. Proceed SOUTHEAST along South Derrick Avenue to the intersection of South Derrick Avenue and South Stanislaus Avenue
3. Proceed SOUTHWEST along an imaginary line to the intersection of Los Gatos Road and Parsons Road.
4. Proceed South along Parsons Road to the intersection of Parsons Road and Highway 198.
5. Proceed WEST along Highway 198 to the intersection of Highway 198 and Wartham Street.
6. Proceed SOUTHEAST along an imaginary from the intersection of Hwy 198 and Wartham Street to the intersection of Highway 33 and Highway 41 until such a line would intersect the Fresno County/Kings County Line.

Exhibit E - Response Time Performance Standards

Zone	Priority	Minimum Response Time	Cumulative Standard	Frequency
Metro Zone	1 & 2	10 minutes	95%	Monthly
Metro Zone	3 & 4	20 minutes	95%	Monthly
Metro Zone	5	30 minutes	95%	Monthly
Rural Zone	1 & 2	30 minutes	95%	Quarterly
Rural Zone	3 & 4	40 minutes	95%	Quarterly
Rural Zone	5	40 minutes	95%	Quarterly
Wilderness Zone	1 & 2	60 minutes	95%	Quarterly
Wilderness Zone	3	90 minutes	95%	Quarterly