

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 SANGER**, a Municipal Corporation, whose address is 1700 Seventh Street, Sanger, California, 93657, 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 Sanger 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 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 Sanger and that certain portion of the
3 unincorporated area of Fresno County, which is all known as Ambulance Service Zone "I," 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 Sanger 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 another agreement for
28 services that are the same as or similar to these provided by CONTRACTOR pursuant to this

1 Agreement with an entity other than CONTRACTOR for the provision of emergency medical services
2 within the same geographic area as described in Exhibit "A". COUNTY shall notify CONTRACTOR
3 of any proposal to enter into such an agreement with any other entity, at least thirty (30) days prior to
4 award of such agreement.

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

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

9 b) Communications Equipment:

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

16 i) **QUALIFICATION OF CONTRACTOR**

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

26 **4. AREA SERVED**

27 CONTRACTOR shall provide emergency medical services, on a non-exclusive basis,
28 upon dispatch by COUNTY and upon direct call to CONTRACTOR's Fire Department to any location

1 or incident within the territory of Fresno County Ambulance Service Zone Area "I" as described in
2 Exhibit "A." In addition, upon request of the COUNTY EMS Communications Center,
3 CONTRACTOR shall, to the extent consistent with its primary responsibility to provide emergency
4 medical services in the area of Exhibit "A," render all reasonable prehospital "mutual aid" to those
5 providers of emergency medical services operating within the adjacent Service Zone Areas in order to
6 ensure that timely emergency medical services are rendered to persons in need of such services within
7 those areas.

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

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

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

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

24 B. Response Areas and Performance Standards

25 a) Metropolitan Response Area

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

1 b) Rural Response Area

2 The Rural Response Area is defined as that area beyond the metropolitan
3 response area limits, which is described in Exhibit "C", attached hereto and incorporated herein by
4 reference.

5 3) Wilderness Response Area

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

10 4) Response Time Performance Standards

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

13 5) The COUNTY Department of Public Health may, upon receipt of a
14 written request from the CONTRACTOR, exempt the CONTRACTOR from late responses for those
15 calls where geographical limitations exist when the CONTRACTOR responds from post locations
16 dictated by the CONTRACTOR's normal stationing of ambulances or system status plan so long as
17 the CONTRACTOR has otherwise adhered to operational and performance standards of the County
18 EMS Policy and Procedure Manual. Any calls so exempted shall be exempt from the inclusion of the
19 determination of compliance with response time requirements herein.

20 6) The required response times under this Agreement are measured from the
21 time CONTRACTOR is alerted for a response to the time that CONTRACTOR arrives at scene of the
22 incident with a fully staffed and equipped emergency ambulance unit. COUNTY provides
23 CONTRACTOR with significant flexibility in CONTRACTOR's methods of providing said services
24 in order to achieve minimum results required under this Agreement. This is based upon
25 CONTRACTOR's commitment to perform to the response time standards required under this
26 Agreement. Therefore, a deficiency or an error by CONTRACTOR in one or more phases of its
27 operations shall not be the basis for the EMS Agency granting an exception to CONTRACTOR for its
28 performance in another phase of its operation (e.g., response time performance). Required response

1 times shall be measured in minutes and seconds, and shall be time stamped by the EMS Agency's
2 computer aided dispatch (CAD) system consistent with the requirements herein. COUNTY and the
3 EMS Agency recognizes that dispatch operations are not a responsibility or under the control of
4 CONTRACTOR. COUNTY and the EMS Agency acknowledge that CONTRACTOR is not to be
5 held responsible for delays that may occur due to dispatching, and the CONTRACTOR acknowledges
6 that the COUNTY EMS Communications Center requires adequate time to process each request (e.g.,
7 time from request received to the time of unit alert). COUNTY agrees to monitor the COUNTY EMS
8 Communications Center to ensure that its dispatch performance remains within the standards
9 developed by COUNTY and the local EMS Agency. The EMS Agency may grant exemptions from
10 response time performance requirements stated herein, on case-by-case basis, for calls where weather
11 conditions, multi-casualty incidents, or other situations beyond the Contractor's control cause
12 unavoidable delay. All such calls shall be individually examined by the EMS Agency as to system status
13 plan and staffing levels, dispatch and in-service times, and other influencing factors (e.g., weather
14 conditions), and if the circumstances warrant, the EMS Agency may authorize the exclusion of such
15 calls when measuring performance requirements. Exclusion of a call under this paragraph means that a
16 late call which has received approval for an appeal will not count as an on-time response. Therefore, it is
17 excluded from the database for the purpose of fractile performance calculation (i.e., performance
18 measured by fractions of a minute or hour).

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

23 a) Failure to Report "At Scene"

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

1 i) "At Scene"

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

7 7) Unit Cancelled Prior to Arrival "At Scene"

8 Required response time standards do not apply to
9 instances where CONTRACTOR is cancelled prior to arrival "at scene".

10 8) Performance Indicators for Alerting and Initiating Response

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

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

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

27 i) "Unit Alert"

28 Shall be defined as the moment the COUNTY EMS

1 Communications Center alerts CONTRACTOR's emergency ambulance unit for a response.

2 9) Ambulances shall be staffed and equipped at the appropriate response level
3 for the response incident (Advanced Life Support or Basic Life Support). The Contractor may utilize its
4 own discretion on resource management with regard to advanced life support (paramedic) ambulance
5 units. The Contractor may operate a *single-tiered system* - utilizing advanced life support (paramedic)
6 ambulance units for all responses or the Contractor may operate a *multi-tiered system* - staffing different
7 types of units with different staffing levels in order to service the various types of responses. The
8 Contractor has the operational flexibility to operate under either model in order to provide a cost-effective
9 system. However, the Contractor's obligation to perform its minimum performance requirements under
10 this Agreement to the reasonable satisfaction of the County and the EMS Agency shall not be lessened if
11 Contractor elects to operate a *multi-tiered system* - that is, the Contractor shall in any event be responsible
12 to provide an appropriately staffed and equipped ambulance unit to one-hundred percent (100%) requests
13 for services, as defined in the EMS Agency Policy and Procedures.
14

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

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

- 23 a) Rendezvous between BLS ambulance units and advanced life support
24 (paramedic) units shall be initiated according to the standards described in
25 EMS Policy #510; and
26 b) Such BLS ambulance personnel shall adhere to EMS Agency Policy and
27 Procedures regarding treatment and the urgency of transport. Patient transport
28 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.

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

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

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

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

13) 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.

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

6. 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.

1 **7. INDEPENDENT CONTRACTOR**

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

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

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

21 **8. CONSIDERATION**

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

26 B. COUNTY shall provide both monetary and non-monetary compensation to
27 CONTRACTOR for the satisfactory performance of its services as provided, herein.
28

1) Monetary Compensation

a) Year One

COUNTY shall pay to CONTRACTOR a monthly lump-payment of Two Thousand Eight Hundred Twelve and 50/100 Dollars (\$2,812.50) for estimated dry runs and uncollectible charges. The total maximum monetary compensation payable under this agreement for the period of July 1, 2017 through June 30, 2018 shall not exceed Thirty-three Thousand Seven Hundred Fifty and No/100 Dollars (\$33, 750.00)

c) The total maximum monetary compensation payable under the Agreement, for the period of July 1, 2017 through June 30, 2018, shall not exceed Thirty-three Thousand Seven Hundred Fifty and No/100 Dollars (\$33, 750.00).

d) In consideration for such monetary 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.

The parties agree that CONTRACTOR will follow the billings, collections, and account write-off practices and procedures outlined in COUNTY EMS Policy #205, for purposes of this Subsection 9.B. of this Agreement.

C. COUNTY shall have no obligation to compensate CONTRACTOR for services under this Agreement other than as stated above. The parties agree that the amounts stated above are inclusive of and fulfill any obligation COUNTY may have, if any, presently or at any time

1 during the term of this Agreement, to compensate, reimburse, or otherwise pay CONTRACTOR for
2 emergency medical services provided to medically-indigent persons.

3 **9. AUDITING**

4 COUNTY shall have the right to review any and all books, accounts, financial and
5 accounting records, bills and the like of CONTRACTOR relating to services provided under this
6 Agreement, upon reasonable notice to CONTRACTOR. CONTRACTOR shall retain and make
7 available for inspection by COUNTY for at least a three (3) year period from final payment under this
8 Agreement, all of the documents and records described above.

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

12 **10. INSURANCE**

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

17 A. Commercial General Liability

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

24 B. Automobile Liability

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

28 C. Professional Liability

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

4 D. Worker's Compensation

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

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

15 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
16 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
17 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
18 11867, Fresno, CA 93775, Attn: Contracts Sections – 6th Floor, stating that such insurance coverage
19 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees
20 will not be responsible for any premiums on the policies; that such Commercial General Liability
21 insurance names the County of Fresno, its officers, agents and employees, individually and
22 collectively, as additional insured, but only insofar as the operations under this Agreement are
23 concerned; that such coverage for additional insured shall apply as primary insurance and any other
24 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
25 excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and
26 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
27 written notice given to COUNTY.
28

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

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

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

11 **12. MUTUAL INDEMNIFICATION**

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

24 B. COUNTY agrees to protect, defend, indemnify and hold harmless
25 CONTRACTOR, its elective and appointive boards, officers, agents and employees from any and all
26 claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including attorney's
27 fees and court costs, for injury to, and death of, any persons, and for injury to any property, including
28 consequential damages of any nature resulting therefrom, arising out of, or in any way connected with

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

7 C. The aforesaid indemnity and hold harmless clauses by CONTRACTOR and
8 COUNTY shall apply to all damages and claims for damages of every kind suffered, or alleged to
9 have been suffered by the party to be indemnified, including but not limited to attorney fees and court
10 costs, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the
11 insurance policies or Central San Joaquin Valley Risk Management Authority (CSJVRMA) Program
12 or self-insurance of the indemnifying party shall have been determined to be applicable to any such
13 damages or claims for damages.

14 **13. TERM OF AGREEMENT**

15 The term of this Agreement shall be for a period of one (1) year, commencing on July 1,
16 2017 through June 30, 2018.

17 **14. TERMINATION OF AGREEMENT**

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

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

27 Either party hereto may terminate this Agreement at any time for cause for the other
28 party's material breach of its obligations affecting the public health and safety if not less than ten (10)

1 days advance, written notice has been given to the other party and such breach remains uncured. The
2 party receiving said notice may respond to said notice and any charges contained therein within the ten
3 (10) day period.

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

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

8 **15. NON-DISCRIMINATION**

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

15 **16. FORCE MAJEURE**

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

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

1 Agreement.

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

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

8 **17. GOVERNING LAW**

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

12 **18. CONFIDENTIALITY**

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

16 **19. ENTIRE AGREEMENT**

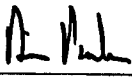
17 The parties agree that all of the terms of this Agreement shall be binding upon them, and
18 their successors-in-interest, assigns and legal representatives, and that together these terms constitute
19 the entire agreement of the parties with respect to the subject matter hereof. This Agreement
20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

27 ///

28 ///

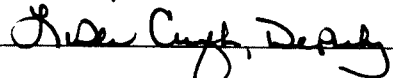
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 **COUNTY OF FRESNO:**

5
6 By: 
7 Chairman, Board of Supervisors

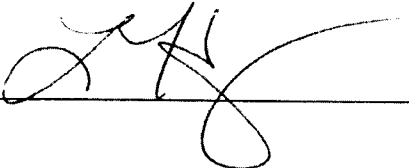
8 Date: July 11, 2017

9 BERNICE E. SEIDEL, Clerk
10 Board of Supervisors

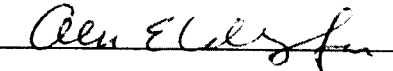
11 By: 

12 Date: July 11, 2017

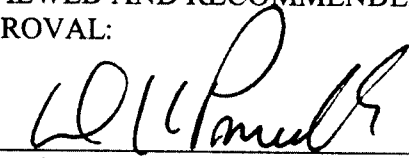
13
14 APPROVED AS TO LEGAL FORM:
15 DANIEL C. CEDERBORG, COUNTY COUNSEL

16 By: 


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

21 By: 

22 REVIEWED AND RECOMMENDED FOR
23 APPROVAL:

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

CITY OF SANGER:

By: 
Mayor


Date: June 2, 2017

City Clerk

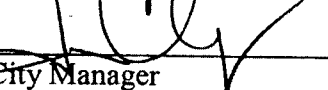
By: 

Date: June 2, 2017

APPROVED AS TO LEGAL FORM:
SANGER CITY ATTORNEY

By: 

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By: 
City Manager

Mailing Address:
Attn.: Ambulance Billing
1700 7th Street
Sanger, CA 93657

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

Exhibit A

Fresno County Ambulance Service Area
Zone I
Description

1. Beginning at the intersection of N. McCall Avenue and Ashlan Avenue.
2. Proceed south along N. McCall Avenue to the intersection N. McCall Avenue and State Highway 180/Kings Canyon.
3. Proceed west on State Highway 180/Kings Canyon to the intersection of State Highway 180/Kings Canyon and N. DeWolf Avenue.
4. Proceed south on N. DeWolf Avenue to the intersection of S. DeWolf and the E. American Avenue.
5. Proceed east on E. American Avenue to the intersection of E. American Avenue and S. McCall Avenue.
6. Proceed south on S. McCall Avenue to the intersection of S. McCall Avenue and E. Jefferson Avenue.
7. Proceed east on E. Jefferson Avenue to the intersection of E. Jefferson Avenue and S. Academy Avenue.
8. Proceed south on S. Academy Avenue to the intersection of S. Academy Avenue and E. Adams Avenue.
9. Proceed east on E. Adams Avenue to the intersection of E. Adams Avenue and S. Newmark Avenue.
10. Proceed northeasterly in a straight line from the intersection of E. Adams Avenue and S. Newmark Avenue to the point where the Kings River and the Cameron Slough intersect.
11. Proceed north along the Cameron Slough to the point where the Reed Avenue alignment intersects with the Cameron Slough.
12. Proceed south along the Reed Avenue alignment to the point where Reed Avenue intersects with Kings Canyon Road.
13. Proceed east along Kings Canyon Road to the Friant-Kern Canal.

14. Proceed northeasterly along a line extending from the intersection of Kings Canyon Road and the Friant-Kern Canal to the southern side of the Pine Flat Dam until such line intersects southwest of Elwood Road.
15. Proceed southeasterly in a straight line from a point southwest of Elwood Road to a point where Palomino Road terminates west of Bellows Drive.
16. Proceed east to a point where Longhorn Drive terminates south of Elwood Road.
17. Proceed northeasterly in a straight line to a point such line intersects Mill Creek near Elwood Road.
18. Proceed northeasterly along Mill Creek to the point where Mill Creek intersects with White Deer Creek.
19. Proceed northeasterly along White Deer Creek to the point where White Deer Creek intersects with Rancheria Creek.
20. Proceed north and east along Rancheria Creek to the point where Rancheria Creek turns east towards its origin.
21. Proceed northeast along a straight line to the intersection of Mill Flat Creek and the Kings River.
22. Proceed west along the Kings River to the intersection of the Kings River and the North Fork of the Kings River.
23. Proceed north along a line extending from the west bank of the North Fork of the Kings River to where such line intersects Trimmer Springs Road.
24. Proceed west along Trimmer Springs Road to a point $\frac{1}{4}$ mile past the intersection of Trimmer Springs Road and Sunny Slope Drive.
25. Proceed southwest along a straight line to the point where Watts Valley Road intersects the Friant Kern Canal.
26. Proceed southwest along Watts Valley Road to the point where Watts Valley Road intersects Ashlan Avenue.
27. Proceed West on Ashlan Avenue to the intersection of Ashlan Avenue and N. McCall Avenue.

[illegible]

Exhibit B

Fresno County Ambulance Service Area Zone I Metropolitan Response Area Description

1. Beginning at the point where E. Kings Canyon Road and N. Del Rey Avenue intersect.
2. Proceed south along N. Del Rey Avenue to the intersection of N. Del Rey Avenue and E. Central Avenue.
3. Proceed east along E. Central Avenue to the intersection of E. Central Avenue and S. Bethel Avenue.
4. Proceed south along S. Bethel Avenue to the intersection of S. Bethel Avenue and the E. American Avenue.
5. Proceed east along E. American Avenue to the intersection of the E. American Avenue alignment and the S. Riverbend Avenue alignment.
6. Proceed north along the S. Riverbend Avenue alignment to the intersection of S. Riverbend Avenue and E. Annadale Avenue.
7. Proceed west along E. Annadale Avenue to the intersection of E. Annadale Avenue and the S. Zediker Avenue alignment.
8. Proceed north along the S. Zediker Avenue alignment to the intersection of the S. Zediker Avenue alignment and E. Kings Canyon Road.
9. Proceed west along E. Kings Canyon Road to the point of origin.

Exhibit C

Fresno County Ambulance Service Area Zone I Rural Response Area Description

The Rural Response Area includes the area within the Fresno County Ambulance Service Area Zone I (Exhibit A) west of an imaginary line that extends north to south at the intersection of Piedra Road and Trimmer Springs Road, and excludes the areas identified as the Metropolitan Response Area (Exhibit B).

Rural Response Area

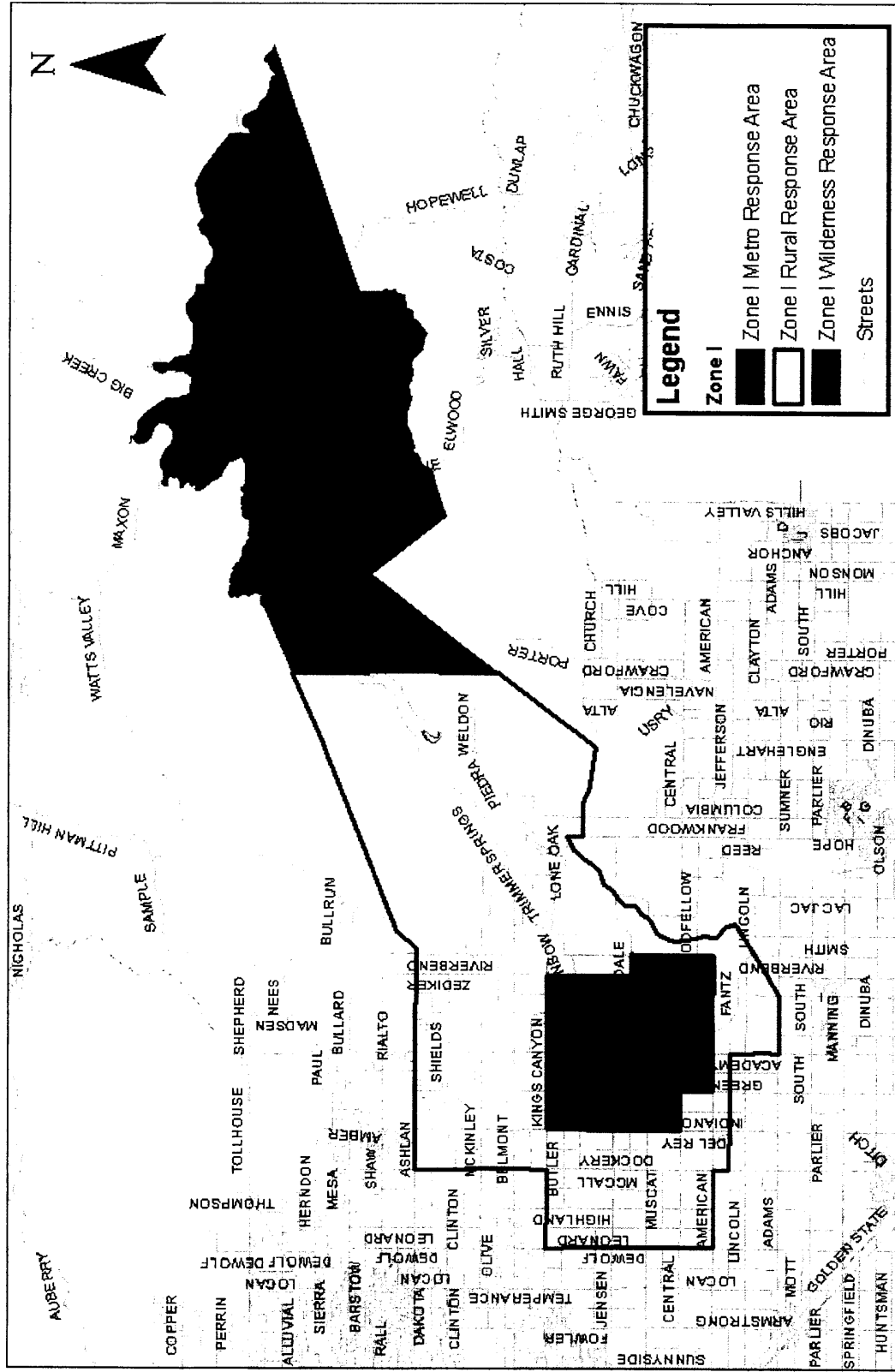


Exhibit D

Fresno County Ambulance Service Area Zone I Wilderness Response Area Description

The Wilderness Response Area includes the area within the Fresno County Ambulance Service Area Zone I (Exhibit A) east of an imaginary line that extends north to south at the intersection of Piedra Road and Trimmer Springs Road.

Exhibit E - Response Time Performance Standards

Zone	Priority	Minimum Response Time	Cumulative Standard	Frequency
Metro Zone	1 & 2	9 minutes	90%	Monthly
Metro Zone	3	20 minutes	90%	Monthly
Rural Zone	1 & 2	20 minutes	90%	Quarterly
Rural Zone	3	30 minutes	90%	Quarterly
Wilderness Zone	1 & 2	45 minutes	90%	Quarterly
Wilderness Zone	3	90 minutes	90%	Quarterly
All Zones	4	20 minutes	90%	Monthly
All Zones	5	30 minutes	90%	Monthly