

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of July, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **CITY OF SELMA**, a Municipal Corporation, whose address is 1710 Tucker, Selma, California, 93662, hereinafter referred to as "CONTRACTOR" and collectively referred to as the "Parties."

WITNESSETH:

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

WHEREAS, CONTRACTOR is capable of providing emergency ambulance services to persons needing such services within the boundaries of Fresno County Ambulance Zone G; and

WHEREAS, CONTRACTOR is contracting hereunder prehospital emergency medical services pursuant to the terms of this Agreement within said Zone G.

NOW, THEREFORE, the Parties 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, implement and evaluate an emergency medical services system for and within 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, attached hereto as Exhibit E and incorporated herein by reference (Authorization of Ambulance Provider Agencies in Fresno County). The Parties further acknowledge that the EMS Medical Director of COUNTY's Department of Public Health has the authority set forth in Health and Safety Code Section 1798. CONTRACTOR agrees that it 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 #"). Neither the fact that this Agreement is entered into nor anything contained in this Agreement shall be construed as an admission by either Party hereto restricting CONTRACTOR's

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

4 **2. DUTIES OF CONTRACTOR**

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

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

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

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

17 **3. DUTIES OF COUNTY**

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

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

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

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

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

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

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

16 **4. 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 **5. AREA SERVED**

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

location or incident within the territory of Fresno County Ambulance Service Zone Area G (herein "Area G") as shown in Exhibit "A." In addition, upon request of the COUNTY EMS Communications Center, or other appropriate dispatching/requesting agency (as defined by COUNTY EMS Policies and Procedures), CONTRACTOR shall, to the extent consistent with its primary responsibility to provide emergency medical services on a non-exclusive basis, in the area of Exhibit "A," render all reasonable prehospital "mutual aid" to those providers of emergency medical services operating within the adjacent Service Zone Areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

6. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS

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

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

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

B. Response Areas and Performance Standards:

1) Metropolitan Response Area

The Metropolitan Response Area is defined as that area within the corporate limits of the City of Selma as now or hereafter amended plus an area within one (1)

1 statutory mile of said corporate limits, which is initially described in Exhibit "B", attached hereto and
2 incorporated herein by this reference.

3 2) Rural Response Area

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

7 3) Response Time Performance Standards

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

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

Agency.

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

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

a) 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).

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.

i) "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.

5) Performance Indicators for Alerting and Initiating Response

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

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.

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

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

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

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

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

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

8 10) CONTRACTOR shall make and maintain a contact with the COUNTY
9 EMS Communications Center on the COUNTY EMS Med-Net System for the purpose of tracking and
10 data collection.

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

13 **7. EQUIPMENT AND PERSONNEL**

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

20 **8. INDEPENDENT CONTRACTOR**

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

23 In performance of the work, duties, and obligations assumed by CONTRACTOR under
24 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
25 CONTRACTOR's officers, agents, employees, and independent contractors, will at all times be acting
26 and performing as an independent contractor, and shall act in an independent capacity and not as an
27 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY, regardless of
28 the nature and extent of the acts performed by them. COUNTY shall not assume any liability under

any employer's liability law or any other law on account of any act of CONTRACTOR'S officers, agents, employees and independent contractors performing any activity in connection with this Agreement or traveling to or from hospital sites (as the case may be). COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

9. CONSIDERATION

A. COUNTY shall not be obligated to raise taxes, or to adopt or approve any tax measures to provide funds, in order to compensate CONTRACTOR in connection with this Agreement. COUNTY shall have no obligation to compensate CONTRACTOR for services performed under this Agreement other than as stated in this Section 9. The only compensation payable by COUNTY to CONTRACTOR for CONTRACTOR's performance of services under this Agreement is as follows:

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

1) Monetary Compensation

COUNTY shall pay to CONTRACTOR a monthly lump-payment of One Thousand One Hundred Twenty-five and No/100 Dollars (\$1,125.00) for estimated dry runs and uncollectible charges. The total

1 maximum monetary compensation payable under this agreement for each fiscal year shall not exceed
2 Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00).

3 a) The total maximum monetary compensation payable under the
4 Agreement, for the period of July 1, 2019 through June 30, 2024, shall not exceed Sixty-seven
5 Thousand Five Hundred and No/100 Dollars (\$67,500.00).

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

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

24 **10. AUDITING**

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

11. INSURANCE

Without limiting the 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 or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

A. Commercial General Liability

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

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

E. Cyber Liability

1 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or
2 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and
3 obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited
4 to, claims involving infringement of intellectual property, including but not limited to infringement of
5 copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or
6 destruction of electronic information, release of private information, alteration of electronic
7 information, extortion and network security. The policy shall provide coverage for breach response
8 costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits
9 sufficient to respond to these obligations.

10 Additional Requirements Relating to Insurance

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

19 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,
20 and employees any amounts paid by the policy of worker's compensation insurance required by this
21 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
22 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation
23 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

24 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
25 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
26 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O.
27 Box 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance
28 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and

1 employees will not be responsible for any premiums on the policies; that for such worker's
2 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its
3 officers, agents, and employees any amounts paid under the insurance policy and that waiver does
4 not invalidate the insurance policy; that such Commercial General Liability insurance names the
5 County of Fresno, its officers, agents and employees, individually and collectively, as additional
6 insured, but only insofar as the operations under this Agreement are concerned; that such coverage
7 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
8 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing
9 with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be
10 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
11 COUNTY.

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

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

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

22 **12. MUTUAL INDEMNIFICATION**

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

1 CONTRACTOR, its officers, employees, agents or contractors (specifically including American
2 Ambulance as further discussed in Section 18 of this Agreement) in performing or failing to perform
3 any services or functions provided for or referred to or in any way connected with any work, services,
4 or functions to be performed by CONTRACTOR, its officers, employees, agents, or contractors
5 (including American Ambulance) under this Agreement. The foregoing clause shall in no way
6 obligate the CONTRACTOR to provide such protection, indemnification, or defense to the extent of
7 acts or omissions by the COUNTY, its officers, employees, agents, or contractors.

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

19 C. COUNTY agrees to protect, defend, indemnify and hold harmless the
20 CONTRACTOR, its elective and appointive boards, officers, agents and employees, from claims, suits,
21 liabilities, expenses, costs, damages, and judgments of any nature, including attorney's fees and
22 court costs, brought by persons CONTRACTOR transports at the request of a peace officer or
23 individual authorized by Welfare and Institutions Code Section 5150 to cause a person to be taken into
24 custody, but only insofar as those claims are based on acts inherent in carrying out the detention of the
25 person as requested by the peace officer or authorized individual. This indemnity shall not extend to
26 claims for negligence in the provision of transportation or to any medical care provided during transport.
27 This section shall in no way obligate the COUNTY to provide such protection, indemnification, or
28 defense to the extent of negligent or wrongful acts or omissions by the CONTRACTOR, its officers,

employees, agents, or contractors except as explicitly stated above.

D. The aforesaid indemnity and hold harmless clauses by CONTRACTOR and COUNTY 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 Risk Management Authority Program or self-insurance of the indemnifying party shall have been determined to be applicable to any such damages or claims for damages.

13. **TERM OF AGREEMENT**

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2019 through and including June 30, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Public Health or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

14. **TERMINATION OF AGREEMENT**

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

A. **Non Allocation of Funds:** The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. **Breach of Contract:** The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

1 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
2 any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
3 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to
4 the breach or default.

5 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to
6 the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the
7 judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The
8 CONTRACTOR shall promptly refund any such funds upon demand.

9 C. Without Cause Under circumstances other than those set forth above, this
10 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice
11 of an intention to terminate to CONTRACTOR.

12 D. The CONTRACTOR may terminate this Agreement with or without cause, upon
13 thirty (30) days advance written notice of an intention to terminate to COUNTY.

14 **15. FORCE MAJEURE**

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

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

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

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

7 **16. GOVERNING LAW**

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

11 **17. ENTIRE AGREEMENT**

12 The Parties agree that all of the terms of this Agreement shall be binding upon them,
13 and their successors-in-interest, assigns and legal representatives, and that together these terms
14 constitute the entire agreement of the Parties with respect to the subject matter hereof. This
15 Agreement supersedes all previous negotiations, proposals, commitments, writings, understandings
16 and agreements of any nature whatsoever concerning the subject matter hereof unless expressly
17 included in this Agreement.

18 **18. WAIVER**

19 The waiver by COUNTY or CONTRACTOR of any breach of any term, covenant or condition herein
20 contained shall not be deemed to be a waiver of such term, covenant or condition or of any
21 subsequent breach of the same or any other term, covenant or condition herein contained. No term,
22 covenant or condition of this Agreement shall be deemed to have been waived by COUNTY or
23 CONTRACTOR unless in writing.

24 **19. SUBCONTRACTORS**

25 For the existing term of this Agreement, CONTRACTOR may subcontract with
26 American Ambulance for provision of non-exclusive emergency medical services in Fresno County
27 Ambulance Zone G. CONTRACTOR shall be responsible for such subcontractor's performance, and
28 CONTRACTOR shall remain the sole point of contact in the provision of services under this

Agreement. CONTRACTOR shall continue to be responsible for all obligations, duties, requirements and performance standards under this agreement. CONTRACTOR assumes all risks of American Ambulance's performance of the agreement, and that CONTRACTOR will defend, indemnify, and hold County harmless, in accordance with Section 12 of the Agreement, from any and all claims, suits, liabilities, expenses, costs, damages and judgments of any nature, including attorney fees and court costs resulting from American Ambulance's performance. CONTRACTOR shall not subcontract with any subcontractors except for American Ambulance as indicated herein, without the prior written consent of the COUNTY, which shall not be unreasonably withheld.

20. 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.

21. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Director, County of Fresno
Department of Public Health
P.O. Box 11867
Fresno, CA 93775

CITY

City of Selma
Attn: Fire Chief
1711 Tucker St.
Selma, CA 93662

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours,

1 then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day),
2 provided that the sender maintains a machine record of the completed transmission. For all claims
3 arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any
4 claims presentation requirements or procedures provided by law, including but not limited to the
5 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

6 **22. MODIFICATION** Any matters of this Agreement may be modified from time to time by
7 the written consent of all the parties without, in any way, affecting the remainder.

8 **23. NON ASSIGNMENT** Neither party shall assign, transfer or sub contract this
9 Agreement nor their rights or duties under this Agreement without the prior written consent of the
10 other party.

11 **24. SEVERABILITY** The provisions of this Agreement are severable. The invalidity or
12 unenforceability of any one provision in the Agreement shall not affect the other provisions.

13 **25. COUNTERPARTS**
14 This Agreement may be executed in multiple counterparts, each of which shall be deemed an
15 original, but all of which taken together shall constitute one and the same instrument.

16 **26. CAPTIONS**
17 The captions appearing at the commencement of the sections hereof, and in any paragraph
18 thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

19 **27. REMEDIES**
20 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity,
21 by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or
22 remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The
23 exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any
24 one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise
25 by such party of any of all of such other rights, powers or remedies.

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

3 **CITY OF SELMA**

COUNTY OF FRESNO

4
5
6 By: Scott Robertson, Mayor

7
8
9 Nathan Magsig Chairman of the Board of
Supervisors of the County of Fresno

10 Attest:

11
12 By: Reyna Rivera, City Clerk

13 Approved as to form:

14
15 By: Bianca Sparks Rojas, City Attorney

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

16
17
18 By: Susan Bishop
19 Deputy

FOR ACCOUNTING USE ONLY:

20 Fund: 0001
21 Subclass: 10000
22 ORG: 56201695
23 Account: 7295
24
25
26
27
28

Exhibit A

Fresno County Ambulance Service Area
Zone G
Description

1. Beginning at the intersection of E. American Avenue and State Highway 99.
2. Proceed south along State Highway 99 to the intersection of State Highway 99 and E. Adams Avenue.
3. Proceed west along E. Adams Avenue to the intersection of E. Adams Avenue and S. Maple Avenue.
4. Proceed south along S. Maple Avenue to the intersection of S. Maple Avenue and E. South Avenue.
5. Proceed east along E. South Avenue to the intersection of E. South Avenue and S. East Avenue.
6. Proceed south along S. East Avenue to the intersection of S. East Avenue and E. Elkhorn Avenue.
7. Proceed east along E. Elkhorn Avenue to the intersection of E. Elkhorn Avenue and S. Clovis Avenue.
8. Proceed north along S. Clovis Avenue to the intersection of E. Conejo Avenue.
9. Proceed east along E. Conejo Avenue to the intersection of E. Conejo Avenue and S. McCall Avenue.
10. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. Mt. View Avenue.
11. Proceed east along E. Mt. View Avenue to the intersection of E. Mt. View and S. Smith Avenue.
12. Proceed north along S. Smith Avenue to the intersection of S. Smith Avenue and E. Floral Avenue.
13. Proceed west along E. Floral Avenue to the intersection of E. Floral Avenue and S. Mendocino Avenue.

14. Proceed north along S. Mendocino Avenue to the intersection of S. Mendocino Avenue and E. Adams Avenue.
15. Proceed west along E. Adams Avenue to the intersection of E. Adams Avenue and S. McCall Avenue.
16. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. American Avenue.
17. Proceed west along E. American Avenue to the point of origin.

Exhibit B

Fresno County Ambulance Service Area Zone G Metropolitan Response Area Description

1. Beginning at the intersection of E. Parlier Avenue and S. DeWolf Avenue.
2. Proceed south along S. DeWolf Avenue to the intersection of S. DeWolf Avenue and E. Manning Avenue.
3. Proceed west along E. Manning Avenue to the intersection of E. Manning Avenue and S. Temperance Avenue.
4. Proceed south along S. Temperance Avenue to the intersection of S. Temperance Avenue and E. Rose Avenue.
5. Proceed east along E. Rose Avenue to the intersection of E. Rose Avenue and S. DeWolf Avenue.
6. Proceed south along S. DeWolf Avenue to the intersection of S. DeWolf Avenue and E. Saginaw Avenue.
7. Proceed east along E. Saginaw Avenue to the intersection of E. Saginaw Avenue and the S. Leonard Avenue alignment.
8. Proceed south along the S. Leonard Avenue alignment to the intersection of S. Leonard Avenue alignment and E. Caruthers Avenue.
9. Proceed east along E. Caruthers Avenue to the intersection of E. Caruthers Avenue and S. McCall Avenue.
10. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. Mt. View Avenue.
11. Proceed east along E. Mt. View Avenue to the intersection of E. Mt. View Avenue and S. Bethel Avenue.
12. Proceed north along S. Bethel Avenue to the intersection of S. Bethel Avenue and E. Manning Avenue.

13. Proceed west along E. Manning Avenue to the intersection of E. Manning Avenue and S. Del Rey Avenue.
14. Proceed north along S. Del Rey Avenue to the intersection of S. Del Rey Avenue and E. Parlier Avenue.
15. Proceed west along E. Parlier Avenue to the point of origin.

Fresno County Ambulance Service Area
Zone G
Metropolitan Response Area

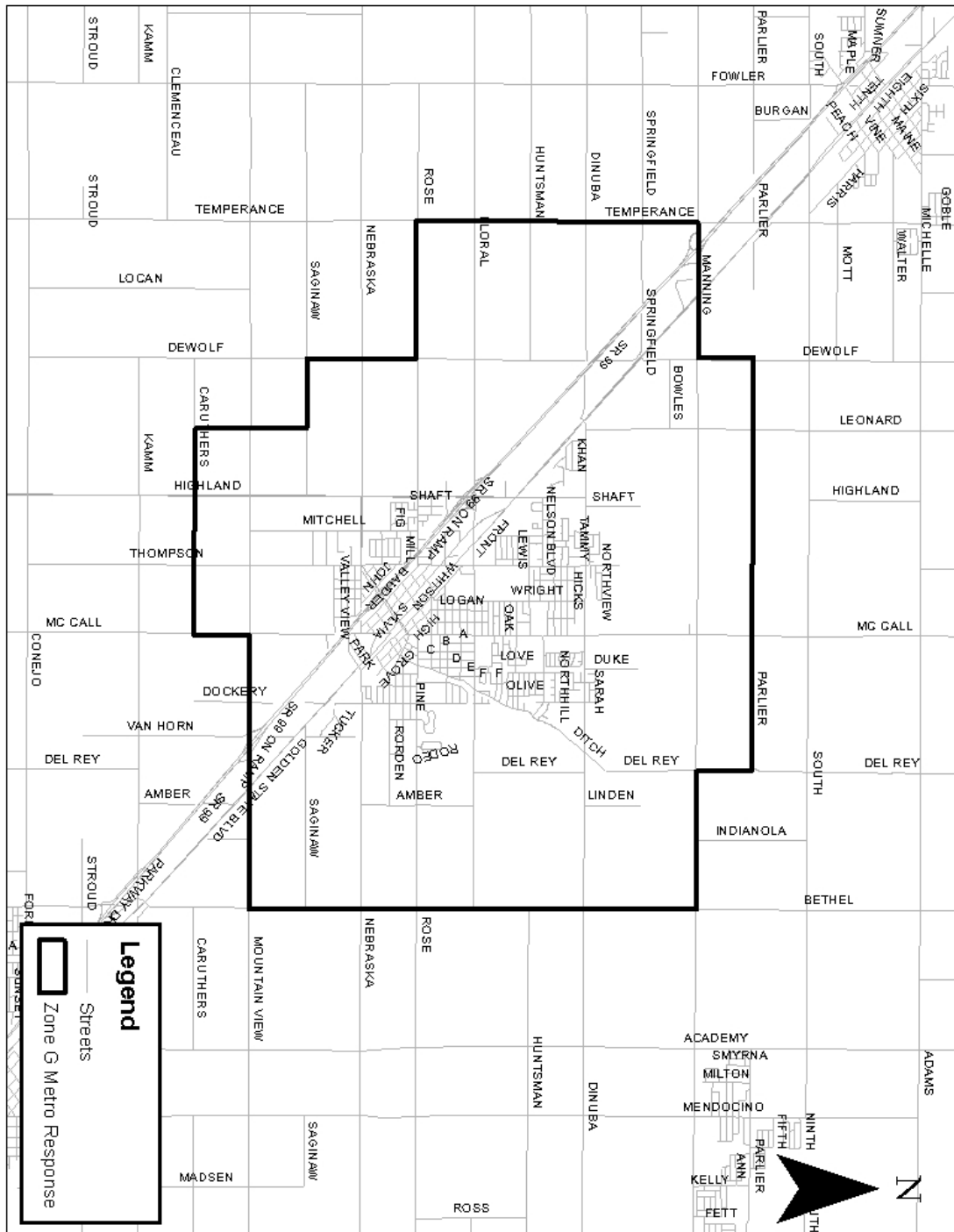


Exhibit C

Fresno County Ambulance Service Area Zone G Rural Response Area Description

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

Exhibit C

Fresno County Ambulance Service Area

Zone G

Rural Response Area

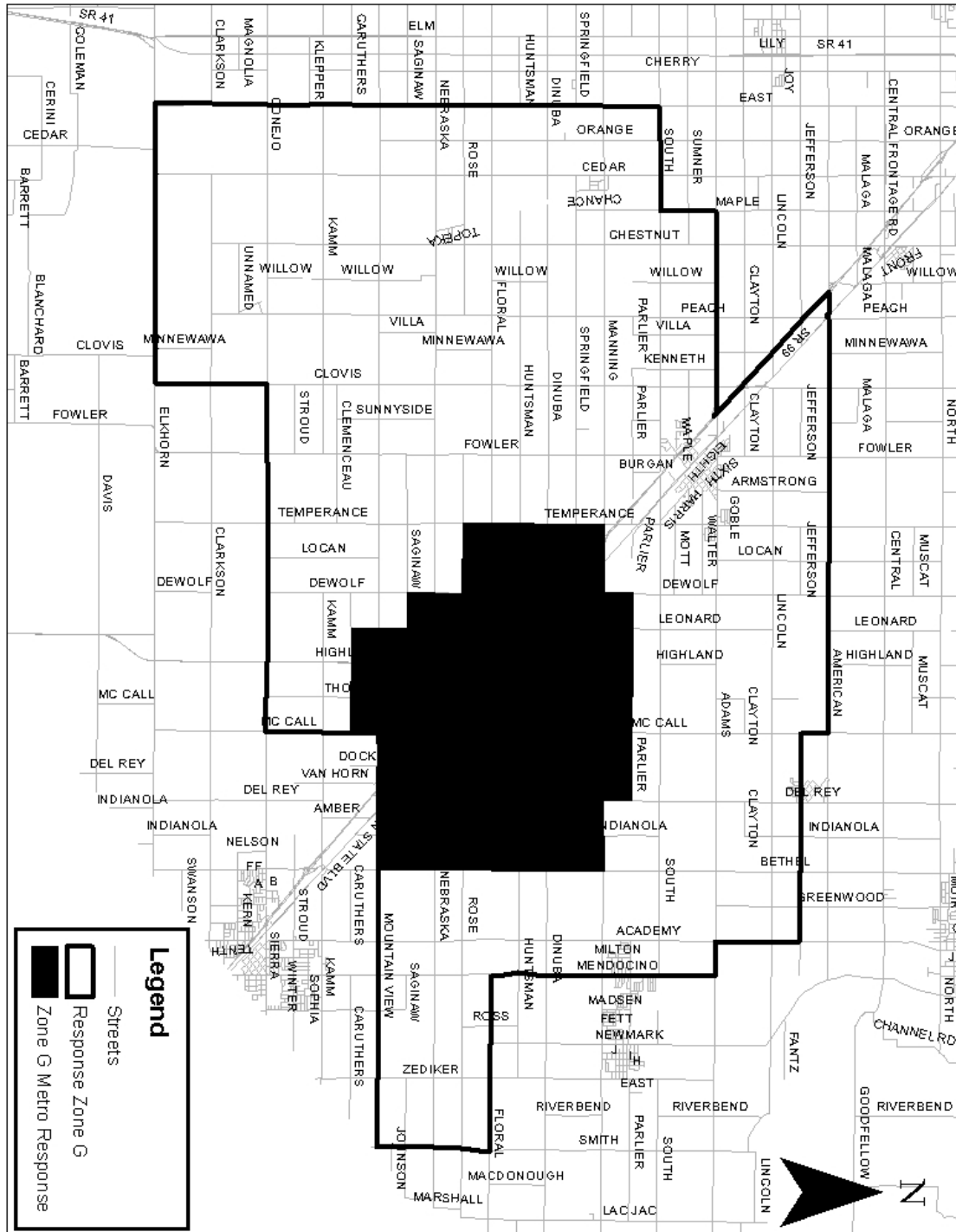


Exhibit D - Response Time Performance Standards

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

CENTRAL CALIFORNIA

EMERGENCY MEDICAL SERVICES

A Division of the Fresno County Department of Public Health

Manual	Emergency Medical Services Administrative Policies and Procedures	Policy Number 200
Subject	Authorization of Ambulance Provider Agencies in Fresno County	Page 1 of 4
References	Division 2.5 of California Health & Safety Code, California Vehicle Code; Fresno County Ambulance Ordinance and Resolutions; Title 13 of the California Code of Regulations; and Title 22 of the California Code of Regulations	Effective 01/01/97

I. POLICY

Ambulance Provider Agencies operating within Fresno County will be authorized by the EMS Agency and Fresno County for the appropriate level of service in accordance with established policy and procedures.

II. DEFINITIONS

- A. Ambulance Dispatch Center - The Fresno County EMS Communications Center is the dispatch center authorized by the EMS Agency to provide ambulance dispatch services for Fresno County.
- B. Ambulance Provider Agency/Provider Agency - A private or public entity, or individual utilizing any ground, water, or air vehicle specifically designed, constructed, modified, equipped, arranged, maintained, operated, used or staffed, including vehicles specifically licensed or operated pursuant to California Vehicle Code Section 2416, for the purpose of transporting sick, injured, invalid, convalescent, infirm, or otherwise incapacitated persons and which has met all license and other requirements in applicable Federal, State, and local law and regulation (Section 51151.1 of Title 22 of the California Code of Regulations and Section 1100.2(a) of Title 13 of the California Code of Regulations).
- C. Ambulance Service Area - A specific geographic area within Fresno County established in EMS Policy and Procedure and within the provider agency's written agreement with the County of Fresno (Attachment A).
- D. Exclusive Operating Area (EOA) - An exclusive operating area is an area defined by the County Emergency Medical Services Plan for which the EMS agency, upon the recommendation of the County and pursuant to Division 2.5 of the Health and Safety Code, restricts operations to one or more providers of emergency ambulance service, limited advanced life support services, or advanced life support services.
- E. Exclusive Operating Area Provider (EOA Provider) - The ambulance provider contracted for the provision of emergency ambulance and advanced life support ambulance services for a designated exclusive operating area.
- F. Non-Exclusive Operating Area (Non-EOA) - A non-exclusive operating area is an area defined by the County Emergency Medical Services Plan for which the EMS agency does not restrict operations to one or more providers of emergency ambulance service or advanced life support services (paramedic) ambulance service.

Approved By	Daniel J. Lynch (Signature on File at EMS Agency)	Revision
EMS Medical Director	Jim Andrews, M.D. (Signature on File at EMS Agency)	1/1/2018

Subject	Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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III. PROCEDURE

A. Exclusive Operating Areas

1. The Fresno County Exclusive Operating Area - The EOA is composed of the northern portion of the geographic area of Fresno County as specified in Attachments B-1 and B-2. The EOA includes the cities of Fresno, Clovis, Firebaugh, Kerman, Mendota and San Joaquin.
2. The Reedley Exclusive Operating Area – This EOA is located in the South-East area of Fresno County as specified in Attachments C-1 and C-2. The EOA includes the Cities of Reedley, Parlier, and Orange Cove, the communities of Squaw Valley, Dunlap, and portions of Kings Canyon National Park. It is designated the Reedley EOA and is Ambulance Zone J.

B. Non-Exclusive Operating Areas

The following non-exclusive areas are the only geographic areas in Fresno County not initially included as part of the Fresno County or Reedley EOAs:

- Coalinga/Huron Service Area - Zone C;
- Selma/Fowler Service Area - Zone G;
- Sanger/Pine Flat Reservoir Service Area - Zone I;
- Kingsburg Service Area - Zone K; and

The potential exists that, during the term of the County's exclusive operating agreement with the Fresno County EOA Provider for the provision of emergency ambulance services, one or more of the current non-exclusive provider agencies may discontinue or significantly reduce the scope and scale of its operation. In any such case, the County and EMS Agency may require the Fresno County EOA Provider to implement non-exclusive emergency ambulance services within such area(s).

C. First Responder Services

The County and EMS Agency reserve the right to allow providers, other than ambulance providers, to operate enhanced first responder services for 911 responses, including, but not limited to, advanced life support (paramedic), advanced EMT, or BLS-defibrillation first responder services, within Fresno County.

D. Air Ambulance / Air Rescue Services

The County and EMS Agency reserve the right to allow providers, other than ambulance providers, to operate advanced life support air ambulance and/or air rescue services within the Fresno County, including the EOAs. This includes flights and air transportation within Fresno County from air providers responding from outside of Fresno County. Unless the air ambulance/air rescue provider is based within Fresno County, no agreement or licensure is required. Dispatch for helicopter air ambulance/air rescue services shall be provided consistent with EMS Agency Policies and Procedures.

E. Non-Emergency Transports

The County or EMS Agency do not restrict the provision of non-emergency transportation services in EOAs or Non-EOAs that may be provided by entities other than an emergency ambulance service and which do not require vehicles equipped with emergency lights and siren pursuant to California Vehicle Code Section 2416, including, but not limited to, services provided by *wheel chair* or *litter van* services. However, providers using ambulance type vehicles for non-emergency medical transportation must remove and/or cover their light-bar and emergency lights if operating within Fresno County.

F. Ambulance Dispatch Center – The County of Fresno operates a county-wide and centralized ambulance dispatch center through the Fresno County EMS Communications Center. All ambulances in Fresno County

Subject	Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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shall receive the primary dispatch of medical incidents from the Fresno County EMS Communications Center.

G. Limited Exceptions to the Ambulance Service Areas (including EOAs)

Services provided to Ambulance Service Areas (including EOAs) shall encompass the operation of all ground emergency ambulance services with the following exceptions:

1. Disaster Assistance - Ambulances providing assistance at the County's request during disaster incidents may operate within the EOA.
2. Instant Aid/Mutual Aid - The provision of ambulance services pursuant to and requested in accordance with EMS Agency Policies and Procedures and/or under formal instant aid and mutual aid agreements between the ambulance provider and a third party that has been reviewed and approved by the EMS Agency, shall be an exception to the service area.
3. Contracted Specialty Care Units - Ambulance services providing specialty interfacility care and transportation (e.g., neonatal/pediatric transport or critical care transport) utilizing a registered nurse and/or physician staffing, may utilize ambulance vehicles equipped with red emergency warning light and siren only for interfacility transports. Such vehicles and personnel may not be utilized for prehospital responses and such units may not be staffed by paramedics in the place of registered nurses and/or physicians. This includes neonatal and pediatric transport services under contract to Valley Children's Hospital.
4. Veteran's Administration (VA) Contract Ambulance Services - Ambulance services operating pursuant to a federal contract for direct purchase of ambulance services for the Veteran's Administration shall be exempt from the EOA solely for the purpose of servicing that contract.

Note: For the purposes of this policy and the exclusive operating areas, Medicare and Medicaid (Medi-Cal) authorizations or other arrangements for reimbursement for services shall be considered a reimbursement arrangement - not a federal or state contract for direct purchase of ambulance services.

H. Ambulance Service Areas

Ambulance service area boundaries, as established by the local EMS Agency Policies and Procedures, shall be used in determining the dispatching of ambulances within Fresno County. These ambulance service area boundaries include the exclusive operating area and non-exclusive operating areas within Fresno County (see Attachment A). Ambulance response zones within these ambulance service areas have been designated by the EMS Agency through EMS Policy which defines the geographic areas for data collection and identification of the primary ambulance unit and any applicable back-up ambulance units.

I. Approved Ambulance Provider Agencies

1. Fresno County EOA - The EMS Agency, in conjunction with Fresno County has designated a single provider agency -- American Ambulance -- for the provision of emergency ambulance services within the Fresno County exclusive operating area, which includes all emergency ambulance services, 9-1-1 emergency responses, 7-digit emergency responses, advanced life support ambulance, all critical care transport services, advanced life support interfacility transports, and stand-by services with transport authorization. Therefore, no other ground ambulance provider agencies will be designated for services which are within the geographic area and scope of the exclusive operating area (See Attachment B).
2. Reedley EOA - The EMS Agency, in conjunction with Fresno County has designated a single provider agency -- Sequoia Safety Council -- for the provision of emergency ambulance services within the Reedley exclusive operating area, which includes 9-1-1 and 7-digit response, stand-by

Subject	Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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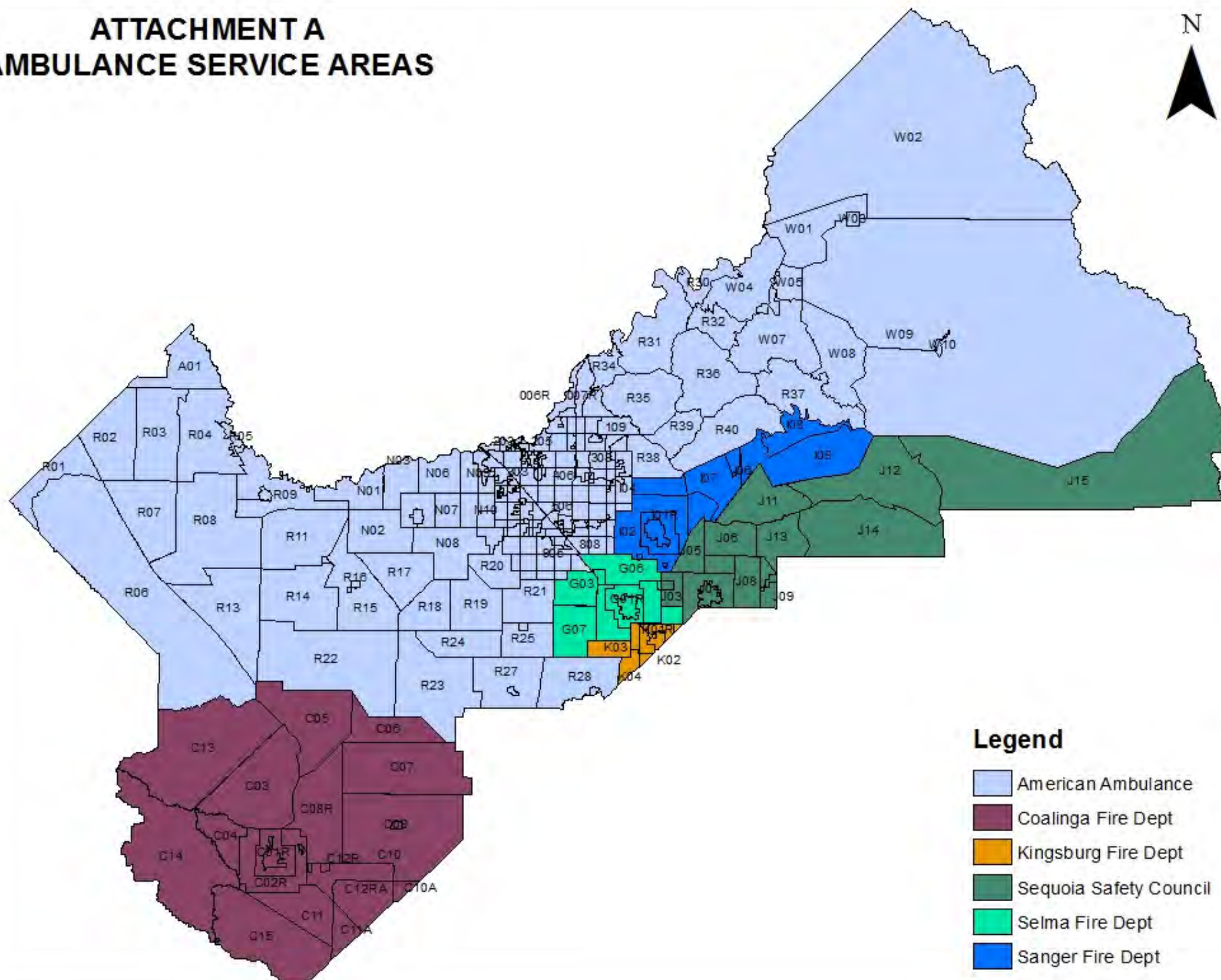
service with transport authorization. Therefore, no other ground ambulance provider agencies will be designated for services which are within the geographic area and scope of the exclusive operating area (See Attachment C).

3. Non-Exclusive Ambulance Providers - The EMS Agency, in conjunction with Fresno County has designated the following non-exclusive providers for the provision of emergency ground ambulance services within Fresno County:

<u>Ambulance Zone</u>	<u>Zone Description</u>	<u>Provider</u>
Zone C	Coalinga / Huron Area	Coalinga Fire Dept
Zone G	Selma / Fowler Area	Selma Fire Dept
Zone I	Sanger / Pine Flat Area	Sanger Fire Dept
Zone K	Kingsburg Area	Kingsburg Fire Dept

4. Anyone desiring to provide ground or air ambulance service within a particular service area shall comply with all relevant sections of the Fresno County Ambulance Ordinance and Resolutions and obtain an ambulance provider agreement with the local EMS Agency (unless the air ambulance/air rescue provider is responding from outside of Fresno County, in which case the provider is exempt from the agreement requirement in accordance with Section III.D.). As applicable, such services would be for non-exclusive operating areas within the County of Fresno or for services which are outside the scope of the exclusive operating area.
5. Ambulance operations within Fresno County shall be conducted in strict accordance with all applicable Federal, State, and local codes and regulations including the provisions of the California Health and Safety Code, Title 13 and Title 22 of the California Code of Regulations, the California Vehicle Code, local municipal and county codes and regulations, including Fresno County Ambulance Provider Agreements and local EMS Agency policies and procedures.
6. The local EMS Agency shall be notified in writing no less than sixty (60) days prior to an ambulance provider agency changing their level of service (i.e., ALS to BLS), or of their intent to discontinue providing ambulance service within a service area(s).

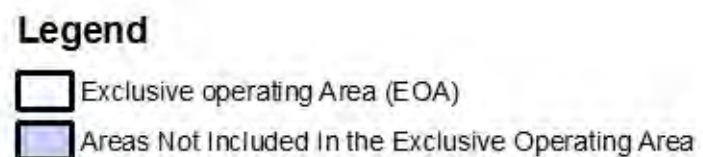
ATTACHMENT A AMBULANCE SERVICE AREAS



Legend

- American Ambulance
- Coalinga Fire Dept
- Kingsburg Fire Dept
- Sequoia Safety Council
- Selma Fire Dept
- Sanger Fire Dept

16 N



Attachment B-2

Exclusive Operating Area - Description

- I. Attachment B-2 is based upon the 2010 Census Tracts.
- II. The following Census Tracts comprise the Fresno County Exclusive Operating Area:

Census Tract	Description
Census Tract # 1	Includes all of census tract
Census Tract # 2	Includes all of census tract
Census Tract # 3	Includes all of census tract
Census Tract # 4	Includes all of census tract
Census Tract # 5.01	Includes all of census tract
Census Tract # 5.02	Includes all of census tract
Census Tract # 6	Includes all of census tract
Census Tract # 7	Includes all of census tract
Census Tract # 8	Includes all of census tract
Census Tract # 9.01	Includes all of census tract
Census Tract # 9.02	Includes all of census tract
Census Tract # 10	Includes all of census tract
Census Tract # 11	Includes all of census tract
Census Tract # 12.01	Includes all of census tract
Census Tract # 12.02	Includes all of census tract
Census Tract # 13.01	Includes all of census tract
Census Tract # 13.03	Includes all of census tract
Census Tract # 13.04	Includes all of census tract
Census Tract # 14.07	Includes all of census tract
Census Tract # 14.08	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 2

Census Tract # 14.09	Includes all of census tract
Census Tract # 14.1	Includes all of census tract
Census Tract # 14.11	Includes all of census tract
Census Tract # 14.12	Includes all of census tract
Census Tract # 14.13	Includes all of census tract
Census Tract # 14.14	Includes all of census tract
Census Tract # 15	Includes all of census tract
Census Tract # 16	Includes the area NORTH of American Avenue and WEST of DeWolf Avenue
Census Tract # 17	Includes the area NORTH of South Avenue and WEST of Maple Avenue; and includes the area NORTH of Adams Avenue and WEST of Highway 99 (Including SOUTH BOUND lanes of Highway 99 to Adams Ave)
Census Tract # 18	Includes all of census tract
Census Tract # 19	Includes all of census tract
Census Tract # 20	Includes all of census tract
Census Tract # 21	Includes all of census tract
Census Tract # 22	Includes all of census tract
Census Tract # 23	Includes all of census tract
Census Tract # 24	Includes all of census tract
Census Tract # 25.01	Includes all of census tract
Census Tract # 25.02	Includes all of census tract
Census Tract # 26.01	Includes all of census tract
Census Tract # 26.02	Includes all of census tract
Census Tract # 27.01	Includes all of census tract
Census Tract # 27.02	Includes all of census tract
Census Tract # 28	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 3

Census Tract # 29.03	Includes all of census tract
Census Tract # 29.04	Includes all of census tract
Census Tract # 29.05	Includes all of census tract
Census Tract # 29.06	Includes all of census tract
Census Tract # 30.01	Includes all of census tract
Census Tract # 30.03	Includes all of census tract
Census Tract # 30.04	Includes all of census tract
Census Tract # 31.02	Includes all of census tract
Census Tract # 31.03	Includes all of census tract
Census Tract # 31.04	Includes all of census tract
Census Tract # 32.01	Includes all of census tract
Census Tract # 32.02	Includes all of census tract
Census Tract # 33.01	Includes all of census tract
Census Tract # 33.02	Includes all of census tract
Census Tract # 34	Includes all of census tract
Census Tract # 35	Includes all of census tract
Census Tract # 36	Includes all of census tract
Census Tract # 37.01	Includes all of census tract
Census Tract # 37.02	Includes all of census tract
Census Tract # 38.03	Includes all of census tract
Census Tract # 38.04	Includes all of census tract
Census Tract # 38.05	Includes all of census tract
Census Tract # 38.07	Includes all of census tract
Census Tract # 38.08	Includes all of census tract
Census Tract # 38.09	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 4

Census Tract # 38.1	Includes all of census tract
Census Tract # 39	Includes all of census tract
Census Tract # 40.01	Includes all of census tract
Census Tract # 40.02	Includes all of census tract
Census Tract # 41	Includes all of census tract
Census Tract # 42.05	Includes all of census tract
Census Tract # 42.07	Includes all of census tract
Census Tract # 42.08	Includes all of census tract
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Census Tract # 42.11	Includes all of census tract
Census Tract # 42.12	Includes all of census tract
Census Tract # 42.13	Includes all of census tract
Census Tract # 42.14	Includes all of census tract
Census Tract # 42.15	Includes all of census tract
Census Tract # 42.16	Includes all of census tract
Census Tract # 43.01	Includes all of census tract
Census Tract # 43.02	Includes all of census tract
Census Tract # 43.03	Includes all of census tract
Census Tract # 44.04	Includes all of census tract
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Census Tract # 44.06	Includes all of census tract
Census Tract # 44.08	Includes all of census tract
Census Tract # 44.09	Includes all of census tract
Census Tract # 45.03	Includes all of census tract
Census Tract # 45.04	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 5

Census Tract # 45.05	Includes all of census tract
Census Tract # 45.06	Includes all of census tract
Census Tract # 46.01	Includes all of census tract
Census Tract # 47.01	Includes all of census tract
Census Tract # 47.03	Includes all of census tract
Census Tract # 47.04	Includes all of census tract
Census Tract # 48.01	Includes all of census tract
Census Tract # 48.02	Includes all of census tract
Census Tract # 49.01	Includes all of census tract
Census Tract # 49.02	Includes all of census tract
Census Tract # 50	Includes all of census tract
Census Tract # 51	Includes all of census tract
Census Tract # 52.02	Includes all of census tract
Census Tract # 52.03	Includes all of census tract
Census Tract # 52.04	Includes all of census tract
Census Tract # 53.01	Includes all of census tract
Census Tract # 53.02	Includes all of census tract
Census Tract # 53.04	Includes all of census tract
Census Tract # 53.05	Includes all of census tract
Census Tract # 54.03	Includes all of census tract
Census Tract # 54.05	Includes all of census tract
Census Tract # 54.06	Includes all of census tract
Census Tract # 54.07	Includes all of census tract
Census Tract # 54.08	Includes all of census tract
Census Tract # 54.09	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 6

Census Tract # 54.1	Includes all of census tract
Census Tract # 55.03	Includes all of census tract
Census Tract # 55.04	Includes all of census tract
Census Tract # 55.05	Includes all of census tract
Census Tract # 55.07	Includes all of census tract
Census Tract # 55.08	Includes all of census tract
Census Tract # 55.09	Includes all of census tract
Census Tract # 55.1	Includes all of census tract
Census Tract # 55.12	Includes all of census tract
Census Tract # 55.13	Includes all of census tract
Census Tract # 55.14	Includes all of census tract
Census Tract # 55.15	Includes all of census tract
Census Tract # 55.16	Includes all of census tract
Census Tract # 55.17	Includes all of census tract
Census Tract # 55.18	Includes all of census tract
Census Tract # 55.2	Includes all of census tract
Census Tract # 55.22	Includes all of census tract
Census Tract # 55.24	Includes all of census tract
Census Tract # 55.25	Includes all of census tract
Census Tract # 56.02	Includes all of census tract
Census Tract # 56.05	Includes all of census tract
Census Tract # 56.06	Includes all of census tract
Census Tract # 56.07	Includes all of census tract
Census Tract # 56.08	Includes all of census tract
Census Tract # 57.01	Includes all of census tract

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Census Tract # 57.02	Includes all of census tract
Census Tract # 57.03	Includes all of census tract
Census Tract # 57.04	Includes all of census tract
Census Tract # 58.01	Includes all of census tract
Census Tract # 58.02	Includes all of census tract
Census Tract # 58.04	Includes all of census tract
Census Tract # 58.05	Includes all of census tract
Census Tract # 59.04	Includes all of the area NORTH of Kings Canyon Road; and includes the area WEST of DeWolf Avenue
Census Tract # 59.05	Includes the area NORTH of Ashlan Avenue
Census Tract # 59.06	Includes the area NORTH of Ashlan Avenue and WEST of Watts Valley Road
Census Tract # 59.07	Includes all of census tract
Census Tract # 59.09	Includes all of census tract
Census Tract # 59.11	Includes all of census tract
Census Tract # 59.12	Includes all of census tract
Census Tract # 64.02	Includes all of census tract
Census Tract # 64.03	Includes all of census tract
Census Tract # 64.04	Includes the all of the area NORTH of the following boundary - a straight line from the intersection of Watts Valley Road and the Friant Kern Canal EAST to the intersection of Trimmer Springs Road and Sunnyslope Road and then following Trimmer Springs Road EAST to the intersection of Trimmer Springs Road and Balch Camp Road
Census Tract # 64.05	Includes all of census tract
Census Tract # 65.01	Includes all of census tract
Census Tract # 65.02	Includes all of census tract
Census Tract # 73	Includes all of the area WEST of East Avenue

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Census Tract # 74	Includes all of the area WEST of Highway 43
Census Tract # 75	Includes all of census tract
Census Tract # 76	Includes all of census tract
Census Tract # 77	Includes all of census tract
Census Tract # 78.02	Includes all of the area NORTH of the following boundary - A line from the intersection of Mt. Whitney and Colusa Avenue SOUTHEAST to the intersection of Fresno-Coalinga Road and Butte Avenue, then EAST to the intersection of Goldenrod and Paige, and then SOUTHEAST to the intersection of Jameson Avenue and Oakland Avenue and then EAST to the boundary of Lemoore Naval Air Station (Dickenson Avenue and Oakland Avenue)
Census Tract # 82	Includes all of census tract
Census Tract # 83.01	Includes all of census tract
Census Tract # 83.02	Includes all of census tract
Census Tract # 84.01	Includes all of census tract
Census Tract # 84.02	Includes all of census tract

ATTACHMENT C-1
Reedley EOA

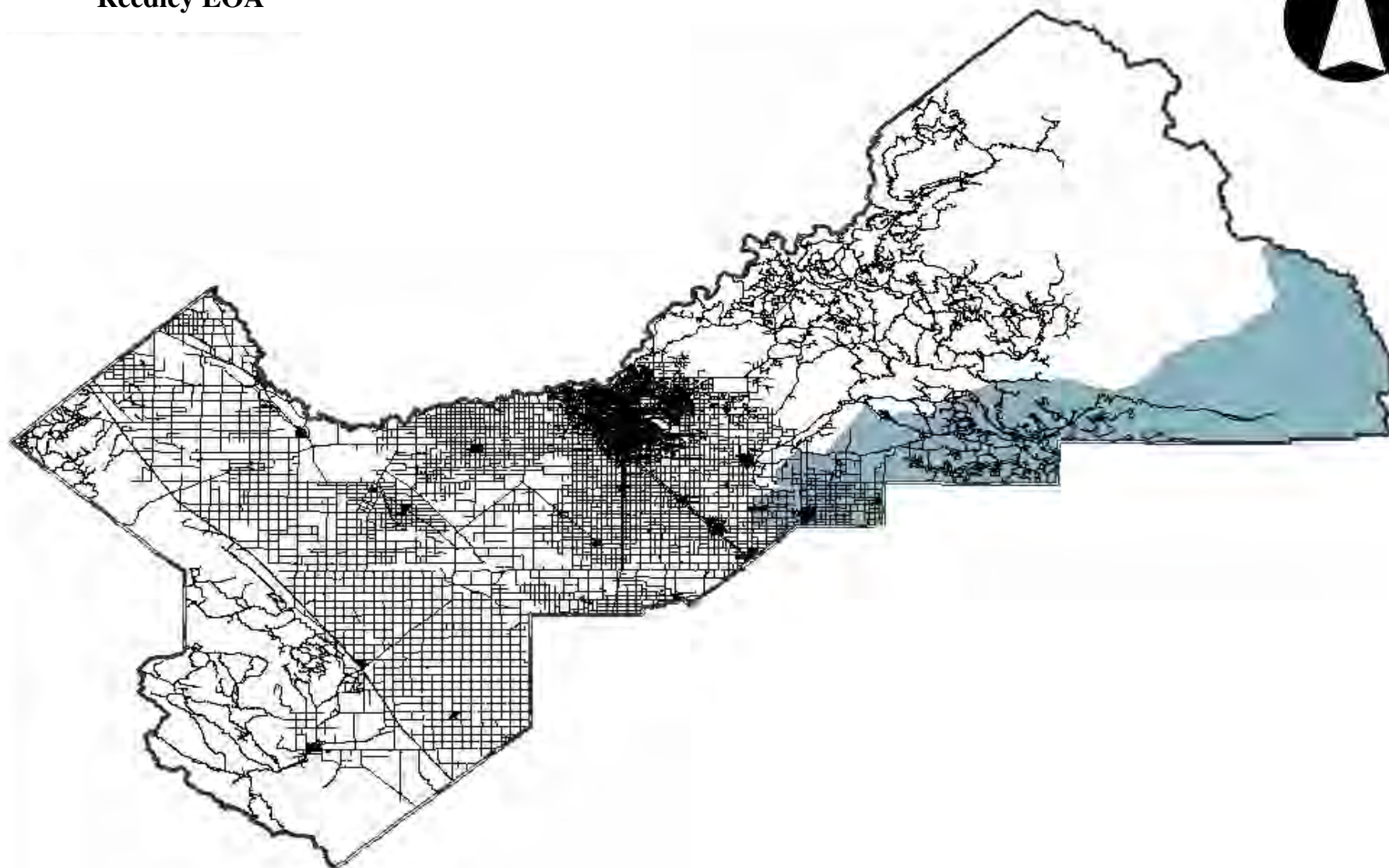


Exhibit C-2
Description of Reedley EOA
Ambulance Zone “J”

The following Census Tracts (Year 2000 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.

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

Census Tract #65 – Includes all of Census Tract.

Census Tract #68.01 – Includes all of the area EAST of Mendocino Avenue *and* NORTH of Floral Avenue.

Census Tract #68.02 – Includes all of the area WEST of Smith Road, *except for* the area SOUTH of Floral Avenue.

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

Census Tract #64.02 – Excluding all of the area SOUTH of Kings Canyon Road *and* WEST of Cove Road.