

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of August, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **K.W. P. HENTERPRISES**, doing business as **AMERICAN AMBULANCE**, a California Corporation, whose address is 2911 East Tulare Street, Fresno, California 93721, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY's Emergency Medical Services ("EMS") Communications Center is staffed and operated by CONTRACTOR through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance Service and Advanced Life Support (Paramedic) Ambulance Service dated May 16, 2017 (COUNTY Agreement No. A-17-218, the "EMS PROVIDER Agreement"), as amended, by and between COUNTY and PROVIDER; and

WHEREAS, Sierra Ambulance Service, Inc. ("SIERRA") desires to receive EMS Dispatch Services from COUNTY's EMS Communications Center, which includes receipt and processing of requests for ambulance services, provision of pre-arrival instructions, dispatch of appropriate ambulances, and notification of first responder agencies, when necessary (collectively, "EMS Dispatch Services"); and

WHEREAS, CONTRACTOR desires to provide dispatching services for SIERRA; and

WHEREAS, CONTRACTOR is willing to facilitate the SIERRA-COUNTY Agreement by entering into this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES

A. Subject to SIERRA's timely paying COUNTY for EMS Dispatching Services (defined in Section 4.A. of the SIERRA-COUNTY Agreement) under the SIERRA-COUNTY Agreement:

(1) COUNTY shall obtain and maintain the dispatching equipment, hardware, software (including software licenses), and other technologies, which will be utilized for the triage and

1 entry of information for EMS Dispatching Services in COUNTY's EMS Communications Center
2 computer aided dispatch ("CAD") system; and

3 (2) COUNTY shall be responsible for selection, configuration, installation, and
4 maintenance of all dispatching equipment, hardware, software and other technologies associated with this
5 Agreement. All dispatching equipment, hardware, software (including software licenses), and other
6 technologies purchased and/or obtained through this Agreement shall be the sole property of COUNTY.

7 (3) CONTRACTOR, shall provide EMS Dispatching Services requiring
8 responses by SIERRA as follows:

9 (a) CONTRACTOR shall provide all EMS Dispatching Services in
10 accordance with SIERRA's policies and procedures, which shall be approved by COUNTY's EMS
11 Director, or his or her designee (the "COUNTY's Representative").

12 (b) CONTRACTOR shall dispatch SIERRA's vehicles through
13 SIERRA's radios and electronic communications, and in accordance with SIERRA's and EMS Agency
14 policies and procedures.

15 (c) CONTRACTOR shall provide pre-arrival instructions to callers
16 requesting ambulance service responses in accordance with COUNTY's policies and procedures.

17 (d) CONTRACTOR shall provide inter-agency coordination regarding
18 requests for EMS services, mutual aid and instant aid services, and order specialized EMS equipment
19 from SIERRA or other agencies (*e.g.*, supervisor, First responders, rescue team, or "jaws of life") which
20 may be needed to handle an incident, and perform other related duties in accordance with SIERRA's
21 and COUNTY's policies and procedures.

22 (e) CONTRACTOR shall track all activity of SIERRA's EMS
23 responses utilizing the COUNTY's EMS Communications Center CAD system.

24 (f) COUNTY shall provide one (1) radio operator for dispatching of
25 SIERRA's apparatuses twenty-four (24) hours a day, seven (7) days a week. SIERRA understands that
26 the radio operator is not dedicated for the sole purpose of SIERRA and that the radio operator may be
27 dispatching other fire and EMS providers.

28 (g) CONTRACTOR shall provide that a minimum of one (1) dispatch

1 supervisor shall be on duty at COUNTY's EMS Communications Center twenty-four (24) hours a day,
2 seven (7) days a week. The supervisor shall be available to SIERRA's administration as needed.

3 (h) CONTRACTOR shall maintain an up-to-date manual of SIERRA's
4 policies and procedures (approved by COUNTY's Representative, as provided herein) for all dispatch
5 staff, and shall provide for training and continuing education of dispatch staff as needed.

6 (i) The goal for the immediate dispatch of a EMS apparatus, in
7 accordance with EMS approved dispatch protocols, and excluding multiple unit responses, reassigned
8 responses and other situations beyond the COUNTY's EMS Communications Center control; shall be sixty
9 (60) seconds. The dispatch time will be measured from the time the telephone is answered by the call taker
10 to the time the first EMS apparatus is alerted to the incident either by radio, telephone, pager, or station
11 alerting device. A review shall occur for all cases in which dispatches are over ninety (90) seconds and
12 results will be evaluated for improvement opportunities by the EMS Dispatch Continuous Quality
13 Improvement (CQI) Committee.

14 It is understood, because of the dynamic nature of emergency services, there are situations
15 when the sixty (60) second dispatch goal may not be achieved. Examples of these situations include, but
16 are not limited to:

- 17 1. Calls not received through the 9-1-1 telephone system.
- 18 2. Calls that do not immediately geo-verify in the CAD.
- 19 3. Calls in which the public safety answering points (PSAP)
20 dispatcher does not immediately transfer the calling party.
- 21 4. Calls in which the reporting party is either unable or
22 unwilling to immediately provide all required information as
23 part of the call taking process (i.e., non-English speaking,
24 hysterical, or uncooperative).
- 25 5. Calls not meeting Priority 1 medical-aid criteria during
26 initial questioning.

27 B. It is understood by the parties hereto that:

- 28 (1) CONTRACTOR's provision of EMS Dispatching Services herein does not

1 include any CONTRACTOR or COUNTY provision of EMS services,

2 (2) all EMS services for all EMS calls to be dispatched by CONTRACTOR
3 are to be provided by SIERRA pursuant to the SIERRA-COUNTY Agreement,

4 (3) CONTRACTOR is providing EMS Dispatching Services herein on a non-
5 exclusive basis,

6 (4) COUNTY's compensation paid to CONTRACTOR for its performance of
7 EMS Dispatching Services herein is for supplemental services that are in addition to any other services
8 that CONTRACTOR provides, and for which CONTRACTOR acknowledges that CONTRACTOR is
9 paid in accordance with the EMS PROVIDER Agreement, and

10 (5) CONTRACTOR shall first obtain COUNTY's written permission to
11 provide any other dispatching services through the COUNTY's EMS Communications Center.

12 C. Notwithstanding anything stated to the contrary herein, CONTRACTOR
13 covenants, warrants, and represents to COUNTY that

14 (1) Any funds that COUNTY may pay to CONTRACTOR, or that
15 CONTRACTOR otherwise may collect from performing service in connection with the EMS
16 PROVIDER Agreement, including, but not limited to, COUNTY compensation and CONTRACTOR's
17 fees and charges for services rendered to patients, shall not be diverted or otherwise used, either directly
18 or indirectly, by CONTRACTOR to subsidize CONTRACTOR's performance of this Agreement, and

19 (2) CONTRACTOR shall not directly or indirectly charge any costs or
20 expenses incurred in connection with the performance of this Agreement to any of CONTRACTOR's
21 other operations for or approved by COUNTY, including but not limited to CONTRACTOR's operations
22 in the COUNTY's EMS Communications Center for COUNTY under the EMS PROVIDER Agreement
23 and/or for other COUNTY-approved agencies (*e.g.*, agencies that may be outside of Fresno County such
24 as the County of Kings or cities or special districts, if any, within Fresno County).

25 C. CONTRACTOR's performance of EMS Dispatching Services herein shall
26 enhance CONTRACTOR's peak load capacity, disaster readiness and overall efficiency in providing
27 dispatching services in COUNTY's EMS Communications Center, and shall not detract from
28 CONTRACTOR's performance of its obligations under the EMS PROVIDER Agreement, or any other

1 agreement, if any, entered into or authorized by COUNTY.

2 D. COUNTY shall perform the following functions:

3 (1) COUNTY shall provide COUNTY-approved EMS Policies and Procedures
4 to CONTRACTOR.

5 (2) COUNTY shall assure that all calls in SIERRA's response area for EMS
6 services are immediately transferred to COUNTY's EMS Communications Center.

7 (3) COUNTY agrees to provide for an internal quality improvement program,
8 which includes the participation of CONTRACTOR and SIERRA.

9 **2. TERM**

10 The term of this Agreement shall be for a period of one (1) year, commencing on July 1,
11 2019 through June 30, 2020.

12 Notwithstanding anything stated to the contrary herein, this Agreement shall automatically
13 terminate on any earlier date that the SIERRA-COUNTY Agreement terminates.

14 **3. TERMINATION**

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

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

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

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
26 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall
27 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
28 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the

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

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

4. COMPENSATION FOR SERVICES

A. For CONTRACTOR's performance of EMS Dispatching Services herein, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation pursuant to Exhibit A, attached hereto and incorporated herein by this reference. In no event shall compensation for COUNTY's performance of EMS Dispatching Services under this Agreement be in excess of Eighty-Four Thousand Fifty-Three and 00/100 Dollars (\$84,053.00) during the entire term of this Agreement.

B. COUNTY's obligation to compensate CONTRACTOR herein is subject to COUNTY receiving sufficient and timely payments of funds from SIERRA under the SIERRA-COUNTY Agreement. Subject to the foregoing sentence, COUNTY, promptly following COUNTY's receipt of such SIERRA funds, shall pay CONTRACTOR no later than the fifteenth (15th) day of the month in which the services are provided by CONTRACTOR without the necessity of CONTRACTOR submitting invoices to COUNTY. All payments shall be remitted to CONTRACTOR at the following address: American Ambulance, 2911 East Tulare Street, Fresno, CA 93721.

5. INDEPENDENT CONTRACTOR

A. In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function, except for CONTRACTOR's compliance with SIERRA's and COUNTY's policies and procedures, herein. However, COUNTY shall retain the right to administer this Agreement so as to

1 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
2 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
3 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
4 directly or indirectly the subject of this Agreement.

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

13 **6. MODIFICATION**

14 Any matters of this Agreement may be modified from time to time by the written consent
15 of all the parties hereto without, in any way, affecting the remainder.

16 **7. HOLD-HARMLESS**

17 A. CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's
18 request, defend COUNTY and SIERRA, including their respective officers, agents, and employees from
19 any and all costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses
20 occurring or resulting to COUNTY or SIERRA (as applicable) in connection with the performance, or
21 failure to perform, by CONTRACTOR, including its officers, agents, or employees under this Agreement,
22 and from any and all costs and expenses (including attorneys' fees and costs), damages, liabilities, claims,
23 and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
24 performance, or failure to perform, of CONTRACTOR, including its officers, agents, or employees under
25 this Agreement.

26 B. COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR's
27 request, defend CONTRACTOR, including its officers, agents, and employees from any and all costs and
28 expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or

1 resulting to CONTRACTOR in connection with the performance, or failure to perform, by COUNTY or
2 SIERRA, including their respective officers, agents, or employees under this Agreement or under the
3 SIERRA-COUNTY Agreement (as applicable), and from any and all costs and expenses (including
4 attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,
5 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
6 COUNTY or SIERRA, including their respective officers, agents, or employees under this Agreement or
7 under the SIERRA-COUNTY Agreement.

8 C. In the event of concurrent negligence on the part of CONTRACTOR or any of its
9 officers, agents or employees, and of COUNTY or SIERRA or any of their respective officers, agents, or
10 employees, the liability for any and all such claims, demands and actions in law or equity for such costs
11 and expenses (including attorneys' fees and costs), damages, and losses shall be apportioned under the
12 State of California's theory of comparative negligence as presently established or as may be modified
13 hereafter.

14 D. This Section 7 shall survive termination or expiration of this Agreement.

15 **8. INSURANCE**

16 CONTRACTOR shall obtain and maintain, at all times, insurance coverages, with such
17 policies, and in such amounts, as are provided in the EMS Provider Agreement. The parties hereto
18 agree that the provisions of the EMS Provider Agreement (including any future amendments thereto)
19 shall and will be incorporated herein by this reference, as though each and every of such terms are set
20 forth herein below. CONTRACTOR's failure to maintain all such insurance coverages shall be deemed
21 to be a material breach of this Agreement.

22 **9. CONFIDENTIALITY**

23 All services performed by CONTRACTOR under this Agreement shall be in strict
24 conformance with all applicable Federal, State of California and/or local laws and regulations relating to
25 confidentiality.

26 **10. NON-DISCRIMINATION**

27 During the performance of this Agreement, CONTRACTOR shall not unlawfully
28 discriminate against any employee or applicant for employment, or recipient of services, because of race,

1 religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or
2 gender, pursuant to all applicable State of California and Federal statutes and regulations.

3 **11. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

15 **12. RECORDS**

16 A. Each party shall maintain its books, accounts and records in connection with the
17 respective services referred to under this Agreement. CONTRACTOR's books, accounts and records of
18 such services shall be kept separate and apart from CONTRACTOR's other books, accounts and records
19 of services kept in connection with the EMS PROVIDER Agreement, and any other agreement entered
20 into or approved by COUNTY. All of such CONTRACTOR's books, accounts, and records shall be
21 prepared and kept by CONTRACTOR in an organized manner that facilitates an efficient review of the
22 costs incurred and funds received in order to give COUNTY a complete and clear understanding of the
23 accounting thereof. All of such CONTRACTOR's books, accounts and records shall be subject to public
24 disclosure as provided in the EMS PROVIDER Agreement (including any future amendments thereto),
25 which shall and will be incorporated herein by this reference, as though each and every of such terms are
26 set forth herein below.

27 B. Each of the parties' books, accounts and records must be maintained for a minimum of
28 three (3) years. Such books, accounts and records must also be maintained a minimum of three (3) years

1 after the termination of this Agreement. The party generating the books, accounts and records shall
2 maintain ownership thereof upon termination of this Agreement.

3 **13. AUDITS AND INSPECTIONS**

4 A. Each party shall at any time during business hours, and as often as the other party
5 may deem necessary, make available to the other party for examination all of the former party's records
6 and data with respect to the matters covered by this Agreement. Each party shall, upon request by the
7 other party, permit the other party to audit and inspect all such records and data necessary to ensure the
8 former party's compliance with the terms of this Agreement.

9 B. 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 three (3)
11 years after final payment under contract (Government Code Section 8546.7).

12 **14. FORCE MAJEURE**

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

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

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

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

4 **15. NOTICES**

5 A. The persons having authority to give and receive notices under this Agreement
6 and their addresses include the following:

7 COUNTY

CONTRACTOR

8 Director, County of Fresno

American Ambulance

9 Department of Public Health

Attn: General Manager

10 P.O. Box 11867

2911 East Tulare Street

11 Fresno, CA 93775

Fresno, CA 93721

12 B. Any and all notices between COUNTY and CONTRACTOR provided for or
13 permitted under this Agreement or by law shall be in writing and shall be deemed duly served when
14 personally delivered to one of the parties hereto, or in lieu of such personal service, when deposited in
15 the United States Mail, postage prepaid, addressed to such party, except for notices of termination, which
16 are effective upon receipt. Notices under this Agreement are not modifications to this Agreement.

17 **16. GOVERNING LAW**

18 A. The parties hereto agree, that for the purposes of venue, performance under this
19 Agreement is to be in Fresno County, California.

20 B. The rights and obligations of the parties hereto and all interpretation and
21 performance of this Agreement shall be governed in all respects by the laws of the State of California.

22 **17. SEVERABILITY**

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

25 **18. ENTIRE AGREEMENT**

26 This Agreement constitutes the entire agreement between COUNTY and CONTRACTOR
27 with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
28 commitments, writings, advertisements, publications, and understandings of any nature

1 whatsoever unless expressly included in this Agreement. CONTRACTOR acknowledges that
2 COUNTY detrimentally relies upon each and every of CONTRACTOR's covenants, warranties and
3 representations made herein to COUNTY. This Agreement may be executed in several counterparts by
4 the parties hereto, in which case, all of such executed duplicate counterpart originals thereof, taken
5 together, shall be deemed to be one and the same legal instrument.

6 **19. NO THIRD PARTY BENEFICIARIES**


7 Notwithstanding anything stated to the contrary in this Agreement, there shall not be any
8 intended third party beneficiaries to this Agreement.


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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


CONTRACTOR


(Authorized Signature)


Print Name & Title




Mailing Address

COUNTY OF FRESNO


Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

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

By: 

Deputy

FOR ACCOUNTING USE ONLY:
Fund: 0001
Subclass: 10000
ORG 56201693
Account. 7295

EXHIBIT A

July	\$ 7,004.45
August	\$ 7,004.45
September	\$ 7,004.45
October	\$ 7,004.45
November	\$ 7,004.45
December	\$ 7,004.45
January	\$ 7,004.45
February	\$ 7,004.45
March	\$ 7,004.45
April	\$ 7,004.45
May	\$ 7,004.45
June	\$ 7,004.05

1 **EXHIBIT B**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

10
11 **INSTRUCTIONS**

- 12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being
13 made.
- 14 (2) Enter the board member's company/agency name and address.
- 15 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the
16 County. At a minimum, include a description of the following:
- 17 a. The name of the agency/company with which the corporation has the transaction; and
18 b. The nature of the material financial interest in the Corporation's transaction that the
19 board member has.
- 20 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
21 provisions of the Corporations Code.
- 22 (5) Form must be signed by the board member that is involved in the self-dealing
23 transaction described in Sections (3) and (4).
- 24
25
26
27
28

(1) Company Board Member Information:

Name:	Todd R. Valeri	Date:	06/20/2019
Job Title:	President / CEO		

(2) Company/Agency Name and Address:

TRV Properties, LP and American Ambulance Billing, LP
2911 East Tulare St
Fresno, CA 93721

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

Todd Valeri owns and controls both entities. TRV Properties, LP leases real property to K.W.P.H. Enterprises and American Ambulance Billing, LP provides billing and accounting services to K.W.P.H Enterprises.

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

Corporations Code 5233 is inapplicable because neither TRV Properties, LP nor American Ambulance Billing, LP are a California Public Benefit Corporation.

(5) Authorized Signature

Signature:		Date:	06/20/2019
-------------------	---	--------------	------------