

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20th 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 the **SEQUOIA SAFETY COUNCIL, INC.**, a non-profit public benefit corporation, whose address is 500 East Eleventh Street, Reedley, California, 93654, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, Division 2.5 of the California Health and Safety Code (commencing with Code Section 1797; the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act," or the "EMS Act") governs the administration and provision of emergency medical services ("EMS"), including emergency ambulance services; and

WHEREAS, COUNTY, through its Department of Public Health, is authorized to develop and implement an EMS program for the administration of EMS, including emergency ambulance services, to residents and visitors in Fresno County, pursuant to Health and Safety Code Section 1797.200; and

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

WHEREAS, COUNTY and its EMS Agency recognize the need for an EMS System, established and operating in accordance with the EMS Act, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures for the coordinated and effective provision of EMS, including emergency ambulance services, for those residents and visitors in Fresno County who may become ill or injured; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **I. EMS AGENCY**

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

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

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

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

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

13 **II. SCOPE OF AGREEMENT**

14 This Agreement only authorizes the provision of ground emergency ambulance services
15 in the areas described in Section III., herein. The parties acknowledge and agree that the parties'
16 execution of this Agreement shall fulfill any and all of the requirements for a written agreement with
17 the EMS Agency for agencies providing Advanced Life Support services as specified in Division 9,
18 Chapter 4, of Title 22 of the California Code of Regulations.

19 **III. AREAS SERVED**

20 CONTRACTOR represents, covenants and warrants to COUNTY and the EMS Agency
21 that CONTRACTOR has been providing emergency ambulance services in Fresno County Ambulance
22 Service Zone "J" in the manner and scope in which the services have been provided without
23 interruption since January 1, 1981, and that CONTRACTOR is fully qualified to serve as an exclusive
24 provider of emergency ambulance services in Fresno County Ambulance Service Zone "J" pursuant to
25 California Health and Safety Code Sections 1797.85 and 1797.224.

26 CONTRACTOR shall provide emergency ambulance services, on a non-exclusive basis,
27 upon dispatch by COUNTY to any location or incident with the territory of Fresno County
28 Ambulance Service Zones I05 through I09 as shown in Exhibit E and Exhibit F.

1
2 CONTRACTOR shall provide emergency ambulance services, on an exclusive basis,
3 upon dispatch by COUNTY to any and all locations or incidents within the territory of Fresno County
4 Ambulance Service Zone "J," as shown on Exhibit "A," attached hereto and incorporated herein by
5 this reference, order to ensure that timely emergency ambulance services are provided to all persons in
6 need of such services within that area. In addition, upon request by COUNTY, CONTRACTOR, to
7 the extent consistent with its primary responsibility to provide emergency ambulance services within
8 the territory of Fresno County Ambulance Service Zone "J," shall provide, on a non-exclusive basis,
9 all reasonable Mutual Aid and Instant Aid (each defined in Section VII, herein) to those providers of
10 EMS operating within the Fresno County Ambulance Service Zones that are adjacent to Fresno
11 County Ambulance Service Zone "J" in order to ensure that timely emergency ambulance services are
12 provided to all persons in need of such services within those other areas.

13 CONTRACTOR acknowledges and agrees that the EMS Agency created the Grandfather
14 EOA solely for the purposes of the EMS Agency's administration of the EMS System in Fresno
15 County and that the EMS Agency's creation of the Grandfather EOA does not in any manner create or
16 confer upon CONTRACTOR any permanent right, privilege or entitlement whatsoever for the EMS
17 Agency's continued operation and enforcement of the Grandfather EOA, or CONTRACTOR's
18 continued provision of emergency ambulance serves, either on an exclusive or nonexclusive basis in
19 Fresno County Ambulance Service Zone "J." CONTRACTOR further acknowledges and agrees that
20 the EMS Agency may at any time, and in the EMS Agency's sole discretion, terminate the
21 Grandfather EOA. COUNTY and the EMS Agency shall consult with CONTRACTOR prior to the
22 EMS Agency terminating the Grandfather EOA in order to give CONTRACTOR a reasonable
23 opportunity to discuss CONTRACTOR's concerns, if any, with COUNTY and the EMS Agency
24 regarding the EMS Agency's proposed termination of the Grandfather EOA. During such
25 consultation, COUNTY and the EMS Agency shall consider CONTRACTOR's concerns, if any, and
26 respond to them. Such consultation shall be commenced by COUNTY's Department of Public of
27 Health Director, or designee, acting for the EMS Agency, giving written notice thereof to
28 CONTRACTOR. Such consultation shall be concluded as reasonably soon as possible under the

1 circumstances, but shall not last longer than ten (10) EMS Agency and COUNTY business days from
2 the date that such consultation is commenced, unless COUNTY's Department of Public Health
3 Director, or designee, acting for the EMS Agency, extends, in writing, the consultation period. If
4 CONTRACTOR fails or refuses to promptly provide COUNTY the indemnification and defense, as
5 stated in Subsection XV.H. and Subsection XV.I, herein, COUNTY and the EMS Agency need not
6 undertake the foregoing consultation process.

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

12 **IV. DUTIES OF CONTRACTOR**

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

15 CONTRACTOR shall provide (i) emergency ambulance services to COUNTY
16 Ambulance Service Zone "J," hereinafter referenced as "Reedley EOA," and Ambulance Zone I05
17 through I09, as more fully described herein, and (ii) all reasonable Mutual Aid and Instant Aid to those
18 providers of EMS operating within the Fresno County Ambulance Service Zones that are adjacent
19 to CONTRACTOR's response areas and in all such instances through such manner, means and
20 resources, including, without limitation, EMS personnel, management and supervision thereof, field
21 operations, facilities, billing and account collection services, all EMS equipment and maintenance
22 thereof, in-service training of CONTRACTOR's personnel, quality improvement monitoring,
23 purchasing and inventory control, and related support services, provided however, nothing contained
24 herein shall be construed, either expressly or impliedly, as an authorization for CONTRACTOR to
25 administer an EMS System in CONTRACTOR's service area. All vehicles used in CONTRACTOR's
26 provision of services under this Agreement, all on-board durable or reusable equipment (unless
27 otherwise stated in this Agreement), all communication infrastructure (except for radio frequencies
28 and repeater sites currently maintained by COUNTY for dispatch and hospital communications, which

1 will be available for CONTRACTOR's use under this Agreement) and all other equipment and
2 software employed by CONTRACTOR in the provision of these services shall be furnished by
3 CONTRACTOR.

4 CONTRACTOR shall provide data and records concerning the services provided by
5 CONTRACTOR under this Agreement to COUNTY and EMS Agency in a manner consistent with the
6 requirements in this Agreement, shall cooperate with and timely respond to the EMS Agency and the
7 EMS Medical Director on matters related to patient care.

8 Notwithstanding anything stated to the contrary in this Agreement, this is a performance-
9 based Agreement in which CONTRACTOR's services are based on the requirement to achieve
10 minimum results in this Agreement, and that CONTRACTOR promises, covenants, warrants and
11 agrees to employ, at CONTRACTOR's sole costs and expense, whatever level of effort, personnel,
12 equipment and other resources (collectively, the "Level of Effort") is necessary to achieve the clinical,
13 response standards, and other performance results required by the terms and conditions of this
14 Agreement. Not later than thirty (30) days after the parties' execution of this Agreement,
15 CONTRACTOR shall provide, in writing to the EMS Agency, CONTRACTOR's initial vehicle
16 deployment plan. The vehicle deployment plan shall identify static locations (*i.e.*, stations) where
17 CONTRACTOR's vehicles are normally based, and shall identify "move-up" or "posting" locations
18 that are used to expand vehicle areas of coverage when one or more of CONTRACTOR's vehicles are
19 committed to an incident or are out of service. CONTRACTOR shall provide the EMS Agency and
20 the COUNTY EMS Communications Center management staff with at least five (5) calendar days
21 advanced written notice of changes in the CONTRACTOR's vehicle deployment plan to enable
22 appropriate changes to be made in the EMS computer aided dispatch ("CAD") referred to in Section
23 V., herein. CONTRACTOR may implement temporary adjustments or modifications, which do not
24 last longer than seventy-two (72) hours, to its vehicle deployment plan to meet operational needs or
25 changes in demand for services without the required five (5) calendar days' notice to the EMS Agency
26 and the COUNTY EMS Communications Center. The intent of the advanced notification is to assure
27 the EMS Agency that the COUNTY EMS Communications Center has CONTRACTOR's most
28 appropriate and up-to-date deployment plan that is in place and operational.

1 CONTRACTOR shall provide emergency ambulance service within the Reedley EOA
2 twenty-four (24) hours-per-day, each and every day of the year that this Agreement is in effect and
3 always according to the terms and conditions of this Agreement.

4 CONTRACTOR shall be responsible for responding to all requests for emergency
5 ambulance service within the Reedley EOA received through the COUNTY EMS Communications
6 Center, and for transporting all patients in the Reedley EOA, that require an emergency ambulance
7 operated by an emergency ambulance service.

8 CONTRACTOR shall be responsible for responding to all requests for emergency
9 ambulance service, whether needed on an immediate, urgent or scheduled basis, including standby
10 services for fire or law enforcement operations, and which are received directly and/or forwarded to
11 CONTRACTOR by the COUNTY EMS Communications Center and are within the Reedley EOA
12 and/or are an Instant Aid and/or Mutual Aid (as those terms are defined in Section VII., herein)
13 responsibility of CONTRACTOR.

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

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

25 CONTRACTOR shall at all times meet the requirements set forth by the California
26 Highway Patrol, the California Health and Safety Code, the California Vehicle Code, the State
27 Department of Health, the California Code of Regulations, the COUNTY EMS Policies and
28 Procedures, and any other applicable statute or regulation with respect to the services, equipment,

1 personnel and materials which are the subject matter of this Agreement. In the event of conflicting
2 statutes or regulations, the statute or regulation setting forth the most stringent requirements shall be
3 adhered to by CONTRACTOR. In the event of a conflict between the terms of this Agreement and
4 any resolution or regulation of COUNTY, the terms of this Agreement shall prevail.

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

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

10 B. Employ and manage qualified ambulance personnel.

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

12 D. Provide or contract for equipment maintenance to ensure that all equipment is
13 properly functioning in a safe manner intended by the manufacturer of such equipment.

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

15 F. Furnish all fuel, lubricant, and maintenance services necessary for proper vehicle
16 operation in a safe manner intended by the manufacturer of such equipment, and all laws and
17 regulations governing the ownership, use and operation of emergency ambulance vehicles.

18 G. Furnish supply inventory and all necessary supplies.

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

21 I. Maintain good working relationships with fire departments in Fresno County for
22 continued first responder support, and use of fire department facilities as ambulance posts, if
23 applicable.

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

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

1 L. Ensure courteous and professional conduct of office, and field personnel at all
2 times and maintain neat, clean and professional appearance of personnel, equipment and facilities.

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

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

7 1) publishable research.

8 2) industry affairs.

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

10 4) leadership and participation in community activities.

11 5) public information and education including, without limitation, press
12 relations, explanations regarding fees, regulations and EMS System operations, increasing public
13 awareness and knowledge of the EMS System, injury/mortality prevention/reduction, and general
14 health and safety promotion including the provision of cardiopulmonary resuscitation (“CPR”) and
15 first aid training to the public (*e.g.*, health fairs, school programs, radio and local talk shows and
16 business group meetings).

17 O. Participate actively in the EMS Agency’s medical audit and continuous quality
18 improvement process, and provide special training/support for personnel in need of remediation.

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

20 Q. Cause the COUNTY EMS Policies and Procedures to be properly implemented
21 and maintained in the field through CONTRACTOR’s personnel in-service training, revisions and
22 amendments to CONTRACTOR’s employee handbook, newsletters, and employee orientations.

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

25 S. Maintain and staff a local business office, within the Reedley EOA in a location
26 that is readily accessible to the public. The business office shall be open during normal business hours
27 and business days. Personnel at the business office shall be trained and authorized to provide
28 necessary information to the public and customers, which is related to the billing procedures and

1 disputed bills. Subject to prior written approval of COUNTY, CONTRACTOR may be exempted
2 from maintaining a business office within the Reedley EOA if it can demonstrate that such services
3 can be provided effectively from an alternate location outside the Reedley EOA.

4 T. Operate a billing, collection and reporting system.

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

7 V. Promptly provide, upon request, data and records concerning the services
8 provided by CONTRACTOR under this Agreement to the EMS Agency and its Regional Medical
9 Control Committee, and the Fresno County Emergency Medical Care Committee.

10 W. Promptly provide, upon request, in-service training to first responder personnel
11 on procedures for basic life support ("BLS") personnel to assist paramedic personnel (paramedic assist
12 training).

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

17 Y. CONTRACTOR shall restock disposable medical supplies, including automatic
18 external defibrillator ("AED") defibrillation pads, used by non-CONTRACTOR first responder units
19 when treatment has been provided by non-CONTRACTOR first responder personnel and patient care
20 has been assumed by CONTRACTOR's personnel. CONTRACTOR is not responsible for restocking
21 non-CONTRACTOR first responders' expired, damaged or lost disposable medical supplies.

22 **V. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS**

23 A. CONTRACTOR shall provide appropriate emergency ambulance, "Advanced
24 Life Support" (paramedic), "Basic Life Support", and medical equipment and personnel, in order to
25 provide emergency ambulance services to all persons within the Reedley EOA, on an exclusive, on-
26 call basis, twenty-four (24) hours-per-day, each and every day of the year, regardless of dispatch
27 priority, in order to meet the requirements of this Agreement.

1 “Advanced Life Support” services, as defined in the EMS Act, shall mean
2 special services designed to provide definitive emergency medical care, including, but not limited to,
3 CPR, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy,
4 administration of specified drugs and other medical preparations, and other specified techniques and
5 procedures administered by authorized personnel under direct supervision of a base station hospital, or
6 according to approved written protocols.

7 “Basic Life Support” services, as defined in the EMS Act, shall mean emergency
8 first aid and CPR procedures which, as a minimum, includes recognizing respiratory and cardiac arrest
9 and starting the proper application of CPR to maintain life without invasive techniques until the
10 patient may be transported or until advanced life support is available.

11 Required response times under this Agreement are measured from the time
12 CONTRACTOR is alerted for a response to the time that CONTRACTOR arrives at scene. COUNTY
13 provides CONTRACTOR with significant flexibility in CONTRACTOR’s methods of providing said
14 services in 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 the
18 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 measured
20 in minutes and seconds, and shall be time stamped by the EMS Agency’s CAD system consistent with
21 the requirements herein.

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

1 B. Required response times are measured from the time CONTRACTOR is alerted
2 for a response until a fully staffed and equipped emergency ambulance unit arrives at the scene of the
3 incident.

4
5 1) “Unit Alert”

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

8 2) “At Scene”

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

13 3) Failure to Report “At Scene”

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

19 4) Unit Cancelled Prior to Arrival “At Scene”

20 Required response time standards do not apply to instances where
21 CONTRACTOR is cancelled prior to arrival “at scene”.

22 C. Performance Indicators for Alerting and Initiating Response

23 The following performance indicators shall be used to evaluate the timeliness of
24 CONTRACTOR’s field operations (from time of unit alert to time “at scene”) in response to requests
25 that require an immediate dispatch (Priorities 1 and 2) or an urgent dispatch (Priorities 3 and 4). Such
26 performance indicators are not used as standards for enforcing CONTRACTOR’s compliance with
27 required response time standards under this Agreement. Rather, they are utilized as a means of
28 determining whether CONTRACTOR meets the criteria for an exception to response time standards

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

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

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

2) Referral of Calls and Dispatch Delays

Incidents prompting an immediate or urgent dispatch will be dispatched without delay. However, during periods of peak load, the COUNTY's EMS Communications Center may delay the referral of a new request to a provider outside of the Reedley EOA to allow CONTRACTOR time to assemble another emergency ambulance using "off-duty" personnel or to allow CONTRACTOR's emergency ambulance unit(s) which are completing a call or returning to the Reedley EOA to become available to manage the new incident. Such delays by CONTRACTOR are not authorized exceptions to the performance standards and other provisions of this Agreement. While a delayed response using one of CONTRACTOR's nearby emergency ambulance units may provide a faster response than an immediate referral to a provider from outside of the Reedley EOA, prolonged dispatch delays are not acceptable to COUNTY and EMS Agency. Therefore, the following criteria shall apply regarding the referral of calls and dispatch delays:

a. For requests for immediate responses (Priorities 1 and 2) and urgent responses (Priorities 3 and 4), if CONTRACTOR does not have an emergency ambulance unit available (primary or off-duty), the call will be referred to the appropriate Instant Aid (as defined in Section VII., herein) emergency ambulance consistent with COUNTY EMS Policies and Procedures.

1 b. If CONTRACTOR is utilizing off-duty emergency ambulance
2 personnel to provide back-up to CONTRACTOR's primary emergency ambulances during periods of
3 peak load, and the off-duty emergency ambulance is logged on with the COUNTY EMS
4 Communications Center, the call will be assigned to CONTRACTOR's back-up emergency
5 ambulance. CONTRACTOR will be held to the same response time performance requirements
6 regardless whether a primary or a back-up emergency ambulance handles the call.

7 c. Scheduled responses (Priority 5) may be delayed by
8 CONTRACTOR until sufficient system capacity is available to safely handle the scheduled response
9 along with other immediate and urgent responses.

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

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

17 The Contractor shall provide one-hundred percent (100%) of the Emergency
18 Ambulance Services within the EOA, Ambulances shall be staffed and equipped at the appropriate
19 response level for the response incident (ALS or BLS). The Contractor may utilize its own discretion on
20 resource management with regard to advanced life support (paramedic) ambulance units. The Contractor
21 may operate a *single-tiered system* - utilizing advanced life support (paramedic) ambulance units for all
22 responses or the Contractor may operate a *multi-tiered system* - staffing different types of units with
23 different staffing levels in order to service the various types of responses. The Contractor has the
24 operational flexibility to operate under either model in order to provide a cost-effective system. However,
25 the Contractor's obligation to perform its minimum performance requirements under this Agreement to
26 the reasonable satisfaction of the County and the EMS Agency shall not be lessened if Contractor elects
27 to operate a *multi-tiered system* - that is, the Contractor shall in any event be responsible to provide an
28

1 appropriately staffed and equipped ambulance unit to one-hundred percent (100%) requests for services,
2 as defined in the EMS Agency Policy and Procedures.

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

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

- 11 1) Response time performance shall be determined according to Section
12 V.E., herein;
- 13 2) Rendezvous between BLS ambulance units and advanced life support
14 (paramedic) units shall be initiated according to the standards described
15 in EMS Policy #510; and
- 16 3) Such BLS ambulance personnel shall adhere to EMS Agency Policy
17 and Procedures regarding treatment and the urgency of transport.
18 Patient transport shall not be inappropriately delayed, contrary to EMS
19 Agency Policy and Procedures, in order to wait for the arrival of a non-
20 transport advanced life support (paramedic) unit in order to prevent the
21 levy of liquidated damages regarding a BLS response.
- 22 4) BLS level ambulances for services under this Agreement shall be
23 equipped and staffed at the BLS-defibrillation level.

24 E. Response Areas and Performance Standards

25 1) Metropolitan Response Area

26 The area that includes the corporate limits of the City of Reedley plus an
27 area of unincorporated area as described in Exhibit B1 and B2, attached hereto and incorporated herein
28

1 by this reference, is collectively called the Metropolitan Response Area. For each calendar month, and
2 for calls dispatched to locations within the Metropolitan Response Area, CONTRACTOR shall have
3 an emergency ambulance at scene within the appropriate response time requirements:

4 2) Rural Response Area

5 For each calendar month, and for calls dispatched to locations within the
6 area described in Exhibit C1, C2, E1 and E2, attached hereto and incorporated herein by this reference,
7 and herein collectively called the Rural Response Area, CONTRACTOR shall have an emergency
8 ambulance at scene within the appropriate response time requirements:

9 3) Wilderness Response Area

10 For each calendar month, and for calls dispatched to locations within the
11 area described in Exhibit D1, D2, F1 and F2 attached hereto and incorporated herein by this reference,
12 and herein collectively called the Wilderness Response Area, CONTRACTOR shall have an
13 emergency ambulance at scene within the appropriate response time requirements:

14 4) Response Time Performance Standards

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

17 5) The EMS Agency may set standards for the measurement of response
18 times where it is determined that such response time requirements are not appropriate due to low call
19 volume on a monthly basis. In such instances, COUNTY may establish criteria for evaluating
20 response time performance on a time period other than monthly.

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

25 7) CONTRACTOR shall be required to utilize the COUNTY's EMS
26 Communications Center as its primary dispatch center and shall refer all requests for ambulance
27 services to the COUNTY's EMS Communications Center. In addition, CONTRACTOR shall notify
28 the COUNTY's EMS Communications Center immediately upon the direct receipt of calls for medical

aid and/or transportation.

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

9) CONTRACTOR agrees to provide an internal quality improvement program for CONTRACTOR's personnel, which adheres to COUNTY EMS Policies and Procedures.

F. Response Time Performance Reporting and Appeals Process

Monitoring of CONTRACTOR's performance under this Agreement will be conducted by the EMS Agency with oversight by the Fresno County Emergency Medical Care Committee ("EMCC"), provided however, COUNTY and/or the EMS Agency may elect not to utilize the EMCC in such oversight capacity upon giving written notice thereof to CONTRACTOR. If the EMCC is used in such oversight capacity, (i) CONTRACTOR shall have a management representative, with the requisite authority to respond to and resolve issues, problems, disputes, and other matter that may come before the EMCC, in attendance at EMCC meetings, and (ii) CONTRACTOR shall have the right to bring before the EMCC any matter pertaining to its operation and the subject matter of this Agreement.

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

a. Priority Downgrades

Responses which are downgraded in priority prior to an emergency ambulance arriving at scene will be assessed for compliance with the new priority based upon the original unit alert time.

b. Priority Upgrades

Responses which are upgraded in priority prior to an ambulance arriving at scene will be assessed for compliance with the new priority response based upon the time of the upgrade.

c. Exemptions

The EMS Agency may grant exemptions to response time

performance requirements, stated herein, for late responses where conditions, factors, or situations beyond CONTRACTOR's control resulted in an unavoidable delay. Requests for exemptions shall be made by utilizing the electronic compliance monitoring program that is provided by the EMS Agency. All requests for exemption shall be made within ten (10) days from the end of the month, and shall be individually examined by the EMS Agency to determine if CONTRACTOR qualifies for such exemption.

(1) Cancelled Responses

A request for emergency ambulance services that is cancelled prior to the arrival of an ambulance; or

(2) Geographical Limitations

When response from CONTRACTOR's stations or post locations, as dictated by CONTRACTOR's deployment plan, to a response location where geographical factors prevent compliance with response time requirements and the Chute Time is within performance indicators, CONTRACTOR may be eligible for this exemption. CONTRACTOR shall submit with its written request to the EMS Agency for an exemption including the specific reason(s) why the response time compliance is unachievable; or

(3) Adverse Weather Conditions

When severe weather which slows travel and/or impairs scene location (e.g., fog, ice, or snow) such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from a delayed response, CONTRACTOR may be eligible for this exemption when the Chute Time is within performance indicators; or

(4) Multiple Ambulance Responses to Same Incident

The first arriving ambulance will be held to response time compliance. Subsequent ambulance(s) that arrive late will be eligible for exemption; or

(5) Data Recording Error

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

(6) Out-of-Reedley EOA Mutual Aid/Instant Aid Response

Responses outside of the Reedley EOA are exempt from response time compliance. When CONTRACTOR responds to Mutual Aid/Instant Aid requests outside of the Reedley EOA and there is a separate response by a non-CONTRACTOR emergency ambulance inside the Reedley EOA that results in a late response, CONTRACTOR may appeal the late response. If performance indicators are met by the non-CONTRACTOR emergency ambulance, such exemptions may be available on a one-for-one basis (i.e., one exemption for each ambulance outside of the Reedley EOA response area). CONTRACTOR is ultimately responsible for the non-CONTRACTOR(s) compliance to the response times and performance indicators.

(7) Inaccurate Location/Address

If the reporting party or COUNTY's EMS Communications Center provides CONTRACTOR's personnel with inaccurate location/address, the exemption will be allowed; or

(8) Locally Declared Disaster

CONTRACTOR may apply for an exemption to response time compliance during times of a declared local "emergency" as defined in the California Government Code.

(9) Rendezvous with a Moving Vehicle

A late response may be eligible for exemption when attempting to rendezvous with a moving vehicle. Fixed location rendezvous are not eligible for this exemption.

(10) Multi-Casualty Incident

If two (2) or more of CONTRACTOR's emergency ambulances are simultaneously committed to the same multi-casualty incident, a response to a separate incident within the Reedley EOA by a non-CONTRACTOR primary emergency ambulance, depending on the circumstances, may be eligible for an exemption when the non-CONTRACTOR's Chute Time to the separate incident is within performance indicators. As stated hereinabove, CONTRACTOR is ultimately responsible for the non-CONTRACTOR(s) compliance to the response

1 times and performance indicators.

2 **VI. EQUIPMENT AND PERSONNEL**

3 CONTRACTOR shall furnish, operate, maintain and replace, as necessary, any and all
4 items of equipment (except as otherwise provided herein), apparatus and supplies, whether real,
5 personal, or otherwise, and shall provide qualified and properly trained and experienced personnel as
6 may be necessary to fulfill its obligations under this Agreement. As between COUNTY and
7 CONTRACTOR, title to all such equipment, apparatus and supplies furnished by CONTRACTOR
8 shall remain at all times in CONTRACTOR, and personnel assigned to the performance of this
9 Agreement are and shall remain employees, volunteers of CONTRACTOR. CONTRACTOR is solely
10 responsible for assuring that all personnel working under this Agreement maintain current licensure,
11 certifications and requirements in accordance with COUNTY EMS Policies and Procedures.

12 **VII. INSTANT AID/MUTUAL AID**

13 A. To the extent that CONTRACTOR has emergency ambulance units
14 available, and to the extent consistent with its primary responsibility to provide emergency ambulance
15 services in the Reedley EOA, CONTRACTOR shall, in accordance with COUNTY EMS Policies and
16 Procedures, provide immediate "Instant Aid" and "Mutual Aid" to those providers of EMS operating
17 within adjacent areas, both within and outside of Fresno County, in order to ensure that timely EMS
18 are provided to all persons in need of such services within those areas.

19 "Instant Aid" shall be defined as a request for immediate response to an incident
20 within the jurisdiction of another provider agency. Such responses may be the subject of a pre-
21 established agreement between CONTRACTOR and such provider agency. Examples: (1) A request
22 for a response into the service area of another agency due to the closer location of CONTRACTOR's
23 emergency ambulance units than the other party's emergency ambulance units to the area to which
24 CONTRACTOR will provide Instant Aid; and (2) A request for a response into the service area of
25 another agency to assist with a multi-casualty incident.

26 "Mutual Aid" shall be defined as a request for immediate response to a major
27 incident which has overwhelmed or exceeded the resources of another area, and is not the subject of an
28 Instant Aid agreement.

1 B. If CONTRACTOR enters into Mutual Aid and/or Instant Aid agreements with
2 neighboring ambulance services, CONTRACTOR shall obtain the EMS Agency's approval of such
3 agreements.

4 **VIII. FIELD SUPERVISOR**

5 CONTRACTOR shall provide supervision of its operations that is available twenty-four
6 (24) hours per day, each and every day of the year. CONTRACTOR shall establish a schedule for
7 such supervision, which provides for prompt availability of such personnel for major incidents,
8 unusual occurrences, and management of customer complaints.

9 **IX. DISPATCH AND COMMUNICATIONS**

10 A. COUNTY shall provide emergency ambulance dispatch services,
11 including a dispatch/communications facility (hereinafter referred to as "COUNTY EMS
12 Communications Center"), sufficient to handle all requests for emergency ambulance service within
13 the Reedley EOA and areas served by CONTRACTOR through Mutual Aid and Instant Aid.
14 COUNTY will operate or cause the COUNTY EMS Communications Center to be operated by
15 COUNTY's exclusive provider of emergency ambulance services in the Fresno-Clovis metropolitan
16 area. CONTRACTOR shall not have the right or obligation, under this Agreement, to operate the
17 COUNTY EMS Communications Center. CONTRACTOR will be responsible for responding to all
18 requests for emergency ambulance service received by COUNTY and forwarded to CONTRACTOR
19 for transporting all patients that require emergency ambulance service within the Reedley EOA and
20 areas served by CONTRACTOR through Mutual Aid and Instant Aid. Communication system
21 infrastructure (authorization for the use of medical radio frequencies and repeaters for those
22 frequencies under the coordination and control of COUNTY) will be provided by COUNTY for
23 CONTRACTOR's use under this Agreement.

24 B. All radio and telephone communications, including pre-arrival instructions and
25 time track shall be recorded on tape or other media and kept for a minimum of one hundred eighty
26 (180) days. Upon the request of CONTRACTOR, COUNTY shall retain voice-recorded media
27 beyond the required one hundred eighty (180) days for unusual occurrences or where there has been a
28 request by a member of the public to preserve such media.

1 C. COUNTY shall dispatch to and communicate with CONTRACTOR's
2 emergency ambulance units, and keep a record thereof (computer record or dispatch card) in a manner
3 consistent with Federal and State laws, and COUNTY EMS Policies and Procedures.

4 D. CONTRACTOR shall ensure that each emergency ambulance unit utilized in the
5 performance of services under this Agreement is equipped with emergency alerting devices capable of
6 notifying emergency ambulance personnel of the response need, and radio communications equipment
7 sufficient to meet or exceed the requirements of COUNTY EMS Policies and Procedures.

8 E. Communications Equipment:

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

14 X. **DISASTER RESPONSE**

15 During a declared disaster that impacts CONTRACTOR's resources, as determined by
16 an agency of government either locally or in the neighboring jurisdiction, the normal course of
17 business under this Agreement shall be interrupted from the moment the disaster situation is made
18 known to CONTRACTOR by COUNTY's Department of Public Health Director, or designee, acting
19 for the EMS Agency, until notified by COUNTY's Department of Public Health Director, or designee,
20 acting for the EMS Agency, that the disaster assistance may be terminated. Immediately upon such
21 notification of a disaster, CONTRACTOR shall commit such resources as are necessary and
22 appropriate, given the nature of the disaster, and shall assist with the disaster response by providing
23 EMS in accordance with disaster plans and protocols applicable in the locality where the disaster has
24 occurred. The disaster related provisions of this Agreement are as follows:

25 A. CONTRACTOR shall develop a mechanism for the immediate recall of
26 personnel to staff emergency ambulance and disaster response vehicle units during a multi-casualty
27 situation, times of peak overload, or declared disaster situations. This plan shall include the ability of
28 CONTRACTOR to page and alert off-duty personnel.

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

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

7 D. COUNTY's emergency ambulance dispatch operations shall be updated,
8 enhanced and altered as necessary to address the additional communications needs during disaster
9 situations including the increased need for the number of emergency ambulance units, for the
10 coordination of out-of-area Mutual Aid and Instant Aid response units, for hospital information
11 coordination, and for patient transport information. COUNTY disaster plans and COUNTY EMS
12 Policies and Procedures shall govern emergency ambulance dispatch responsibilities and the role of
13 EMS Agency staff in supervising and assisting with emergency ambulance dispatch center operations.

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

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

26 **XI. INQUIRIES AND COMPLAINTS**

27 CONTRACTOR shall provide prompt response and follow-up to inquiries and
28 complaints from customers and members of the public. Such responses shall be subject to the legal

1 limitations imposed by patient confidentiality laws and regulations.

2 **XII. COMMITTEES**

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

5 **XIII. DUTIES OF COUNTY AND EMS AGENCY**

6 COUNTY shall have the following duties under this Agreement:

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

8 B. Provide emergency ambulance dispatching services through the COUNTY EMS
9 Communications Center to CONTRACTOR, as provided herein.

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

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

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

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

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

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

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

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

1 **XIV. COUNTY AND EMS AGENCY ADMINISTRATION OF AGREEMENT**

2 COUNTY and EMS Agency shall have the authority to administer this Agreement in
3 order to monitor the performance of services that are the subject of this Agreement. EMS Agency
4 shall have the authority to review and, in its discretion, approve or disapprove of contractual
5 commitments made by CONTRACTOR to third parties when such commitments would extend
6 beyond the term of this Agreement.

7 **XV. GENERAL PROVISIONS**

8 A. Conflict of Interest

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

13 B. Non-Transferable Agreement

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

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

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

27 3) CONTRACTOR shall not (either voluntarily or by operation of law) sell,
28 assign, convey, transfer, or abandon more than ten percent (10%) of the total rights or interest in

CONTRACTOR's real and personal property and assets within any one (1) year period without the prior express, written permission of COUNTY and the EMS Agency.

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

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

C. Use of Sub-Contractors

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

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

D. Modification

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

1 authorized officers or agents of the parties.

2 E. Rights and Remedies Not Waived

3 CONTRACTOR agrees, warrants, represents and guarantees that
4 CONTRACTOR's services herein specified shall be completed for the compensation provided for in
5 this Agreement; and that CONTRACTOR's provision of services herein, and the payment therefore by
6 COUNTY, shall not prevent COUNTY from maintaining any legal action against CONTRACTOR for
7 CONTRACTOR's failure to perform such services in accordance with this Agreement. In no event
8 shall payment of compensation by COUNTY hereunder constitute or be construed to be a waiver by
9 COUNTY of any breach or any default that may then exist on the part of CONTRACTOR, and the
10 payment of such compensation while any such breach or default exists, shall in no way impair or
11 prejudice any right or remedy available to COUNTY with respect to such breach or default.

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

22 F. Governing Law

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

26 G. Invalidity

27 If any part of this Agreement is found by a court of competent jurisdiction
28

1 to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or
2 unenforceable, CONTRACTOR and COUNTY shall use their best efforts to replace that part of this
3 Agreement with legal, valid and enforceable terms and conditions most readily approximating the
4 original intent of the parties. Furthermore, if any provision of this Agreement or the application hereof
5 to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be
6 violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or
7 unenforceable, the remainder of this Agreement, or the application of such provision to persons or
8 circumstances other than those as to which is found by a court of competent jurisdiction to be violative
9 of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable,
10 shall not be affected thereby, and each remaining provision of this Agreement shall remain in full
11 force and effect and shall be enforceable to the fullest extent permitted by law.

12 H. Hold Harmless, Indemnification and Defense

13 1) CONTRACTOR agrees to save, indemnify, hold harmless and, at
14 COUNTY's request, defend COUNTY, including the County of Fresno, the COUNTY's Department
15 of Public Health, the EMS Agency, their respective officers, agents, employees, contractors, attorneys,
16 EMS Medical Directors, the COUNTY's Board of Supervisors, each member of the COUNTY's
17 Board of Supervisors (collectively, the "COUNTY Indemnified Parties"), from and against any and all
18 expenses, demands, liabilities, claims, actions, proceedings, litigation, judgments, suits, costs
19 (including but not limited to court costs and attorney's fees and costs, amounts paid in settlement, and
20 amounts paid to discharge judgments), penalties, or damages of any nature whatsoever occurring or
21 resulting to, or threatened against COUNTY Indemnified Parties, arising from, resulting from, or in
22 connection with any of CONTRACTOR's, including its officers, employees, agents or contractors,
23 actions (or failing to take actions) for injury to, and death of, any person, and for injury to any
24 property, including consequential damages of any nature resulting therefrom, arising out of, or in any
25 way connected with any acts or omissions by, or on behalf of CONTRACTOR, its officers,
26 employees, agents or contractors in performing or failing to perform any services or functions
27 provided for or referred to or in any way connected with any work, services, or functions to be
28 performed by CONTRACTOR, its officers, employees, agents, or contractors under this Agreement.

1 The foregoing clause shall in no way obligate CONTRACTOR to provide such protection,
2 indemnification, or defense to the extent of acts or omissions by COUNTY, its officers, employees,
3 agents, or contractors.

4 2) COUNTY agrees to save, indemnify, hold harmless and, at
5 CONTRACTOR's request, defend CONTRACTOR including, its officers, agents, employees,
6 contractors, attorneys, CONTRACTOR's Board of Directors, each member of CONTRACTOR's
7 Board of Directors (collectively, the "CONTRACTOR Indemnified Parties"), from and against any
8 and all expenses, demands, liabilities, claims, actions, proceedings, litigation, judgments, suits, costs
9 (including but not limited to court costs and attorney's fees and costs, amounts paid in settlement, and
10 amounts paid to discharge judgments), penalties, or damages of any nature whatsoever occurring or
11 resulting to, or threatened against CONTRACTOR Indemnified Parties arising from, resulting from, or
12 in connection with any of COUNTY's, including its officers, employees, agents or contractors, actions
13 (or failing to take actions) for injury to, and death of, any person, and for injury to any property,
14 including consequential damages of any nature resulting therefrom, arising out of, or in any way
15 connected with any acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or
16 contractors in performing or failing to perform any services or functions provided for or referred to or
17 in any way connected with any work, services, or functions to be performed by COUNTY, its officers,
18 employees, agents, or contractors under this Agreement. The foregoing clause shall in no way
19 obligate COUNTY to provide such protection, indemnification, or defense to the extent of acts or
20 omissions by CONTRACTOR, its officers, employees, agents, or contractors.

21 3) COUNTY agrees to protect, defend, indemnify and hold harmless the
22 CONTRACTOR, its officers, agents and employees, from claims brought by persons CONTRACTOR
23 transports at the request of a peace officer or individual authorized by Welfare and Institutions Code
24 Section 5150 to cause a person to be taken into custody, but only insofar as those claims are based on acts
25 inherent in carrying out the detention of the person as requested by the peace officer or authorized
26 individual. This indemnity shall not extend to claims for negligence in the provision of transportation or
27 to any medical care provided during transport. This section shall in no way obligate the COUNTY to
28 provide such protection, indemnification, or 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.

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

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

I. Grandfather EOA - Hold Harmless, Indemnification and Defense

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

CONTRACTOR agrees to save, indemnify, hold harmless and, at COUNTY's request, defend COUNTY, including the COUNTY's Department of Public Health, the EMS Agency, their respective officers, agents, employees, contractors, attorneys, EMS Medical Directors, the COUNTY's Board of Supervisors, each member of the COUNTY's Board of Supervisors (collectively, the "Indemnified Parties"), from and against any and all litigation, actions, suits, claims, proceedings, demands, liabilities, and their resulting expenses, costs (including but not limited to court costs and attorney's fees charged by or awarded to any party, settlement payments, and amounts paid to discharge judgments), judgments, damages, and penalties of any nature whatsoever occurring or resulting to, or threatened against the Indemnified Parties arising from, resulting from, or in connection with any of the Indemnified Parties' actions (or failure to take actions) in creating the Reedley EOA, amending the EMS Agency's local EMS Plan as stated herein, enforcing the restriction

1 of services in the Reedley EOA to CONTRACTOR's exclusive provision of services as stated herein,
2 or taking any other actions (or failure to take actions) to maintain and enforce the Reedley EOA. In
3 carrying out its obligation to defend the Indemnified Parties, CONTRACTOR shall provide a law firm
4 to the Indemnified Parties, provided however, Fresno County Counsel shall select such law firm, and
5 CONTRACTOR shall have the right to approve such law firm, which approval shall not be
6 unreasonably withheld. Such law firm shall have recognized expertise in antitrust and EMS law.
7 Within thirty (30) days from the date that CONTRACTOR receives an invoice from COUNTY
8 requesting payment, CONTRACTOR shall reimburse COUNTY for the defense counsel's attorneys'
9 fees and costs and expenses (including defense counsel's court costs and expenses, and the fees, costs
10 and expenses of expert consultants used by defense counsel) related to the representation of the
11 Indemnified Parties in the action, suit, proceeding, or litigation brought or threatened against the
12 Indemnified Parties. CONTRACTOR shall also directly pay to any Indemnified Party, within thirty
13 (30) days from the date that CONTRACTOR receives an invoice from COUNTY requesting payment,
14 for any item for which indemnification herein is provided by CONTRACTOR to the Indemnified
15 Parties, and for which the Indemnified Party is obligated to pay to a third party. The EMS Agency
16 shall be justified in refusing to enforce the Reedley EOA, or in terminating the Reedley EOA, unless
17 the Indemnified Parties shall first be indemnified and defended herein to their satisfaction. Any
18 settlement of any actual or threatened action, suit, proceeding, or litigation in connection with this
19 Agreement shall be subject to approval of COUNTY and the EMS Agency.

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

22 **XVI. INSURANCE**

23 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
24 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
25 following insurance policies throughout the term of this Agreement.

26 **A. Commercial General Liability**

27 Commercial General Liability Insurance with limits of not less than Two Million
28 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000).

1 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage
2 including completed operations, product liability, contractual liability, Explosion-Collapse-
3 Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of
4 the nature of the contract.

5 B. Automobile Liability

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

9 C. Professional Liability

10 Professional Liability Insurance (Errors and Omissions) with limits of not less
11 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
12 annual aggregate. CONTRACTOR shall maintain, at its sole expense, in full force and effect a policy
13 or policies of Professional Liability for a period of not less than three (3) years from the termination
14 date of this Agreement.

15 D. Worker's Compensation

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

18 E. Cyber Liability

19 CONTRACTOR shall obtain cyber liability insurance with limits of not less than Two Million Dollars
20 (\$2,000,000) per occurrence. Coverage shall include, but not be limited to, claims involving Cyber
21 Risks. The cyber liability policy shall be endorsed to cover the full replacement value of damage to,
22 alteration of, loss of, or destruction of intangible property (including but not limited to information or
23 data) that is in the care, custody, or control of the CONTRACTOR.

24 Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches,
25 which may include Disclosure, whether intentional or unintentional, of Information to an Unauthorized
26 Third Party; (ii) breach of any of the Contractor's obligations under this Agreement; (iii) infringement
27 of intellectual property including, but not limited to infringement of copyright, trademark, and trade
28 dress; (iv) invasion of privacy, including release of private information; (v) information theft by any

1 person or entity, whatsoever; (vi) damage to or destruction or alteration of electronic information; (vii)
2 extortion related to CONTRACTOR'S obligations under this Agreement regarding electronic
3 information, including Information provided by County; (viii) network security; (ix) data breach
4 response costs, including Security Breach response costs; (x) regulatory fines and penalties related
5 to CONTRACTOR'S obligations under this Agreement regarding electronic information, including
6 Personal Information; and (xi) credit monitoring expenses.

7 F. Excess/Umbrella Insurance

8 A combination of primary and excess/umbrella insurance may be used by
9 CONTRACTOR to meet the required limits of insurance.

10 G. 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 that CONTRACTOR executes this Agreement, CONTRACTOR
25 shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies,
26 as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA
27 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained
28 and are in full force; that the County of Fresno, its officers, agents and employees will not be

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

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

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

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

22 **XVII. INDEPENDENT CONTRACTOR**

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

25 In performance of the work, duties, and obligations assumed by CONTRACTOR under
26 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
27 CONTRACTOR's officers, agents, and employees, will at all times be acting and performing as an
28 independent CONTRACTOR and shall act in an independent capacity and not as an officer, agent,

1 servant, employee, joint venturer, partner, or associate of COUNTY. COUNTY shall retain the right
2 to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
3 accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with
4 all applicable provisions of law and the rules and regulations, if any, of governmental authorities
5 having jurisdiction over matters the subject thereof.

6 Because of its status as an independent contractor, CONTRACTOR shall have
7 absolutely no right to employment rights and benefits available to COUNTY employees.
8 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
9 all legally-required employee benefits.

10 In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless
11 from all matters relating to payment of CONTRACTOR's employees, including compliance with
12 Social Security, withholding, and all other regulations governing such matters. It is acknowledged
13 that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated
14 to COUNTY or to this Agreement.

15 **XVIII. CONSIDERATION**

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

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

23 C. COUNTY shall pay to CONTRACTOR a monthly lump-payment of Two Thousand Three
24 Hundred Thirty-three and 33/100 Dollars (\$2,333.33) for estimated dry runs and uncollectible
25 charges. The total maximum compensation payable under this agreement for the period of July
26 1, 2019 through June 30, 2024 shall not exceed One Hundred Forty Thousand and 00/100
27
28

1 Dollars (\$140,000.00).

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

7 E. CONTRACTOR's Fee For Service

8 The parties recognize that CONTRACTOR charges a fee for its services to recipients of such
9 services, and that COUNTY and EMS Agency are not responsible for setting CONTRACTOR's
10 rates for such fees. Notwithstanding anything stated to the contrary in the foregoing sentence,
11 CONTRACTOR's fees for such services shall not exceed the reasonable and customary rates
12 for such services under the circumstances, and such fees, and CONTRACTOR's billing and
13 collection practices, shall be in compliance with all Federal, State, and local laws, and
14 regulations.

15 **XIX. AUDITING**

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

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

25 **XX. TERM AND TERMINATION OF AGREEMENT**

26 A. The term of this Agreement shall be for a period of three (3) years, commencing
27 on July 1, 2019 through and including June 30, 2022. This Agreement may be extended for two (2)
28 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.

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

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

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

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

2) Before such fifteen (15) day period has elapsed, the other party has not cured such breach of this Agreement to the reasonable satisfaction of the party giving such notice of breach.

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

XXI. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing

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

8 **XXII. FORCE MAJEURE**

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

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

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

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

1 **XXIII. CONFIDENTIALITY**

2 All services performed by CONTRACTOR under this Agreement shall be in strict conformance with
3 all applicable Federal, State of California and/or local laws and regulations relating to confidentiality,
4 including all Health Insurance Portability Accounting Act (HIPAA) regulations.
5

6
7 19. NOTICES: The persons and their addresses having authority to give and receive notices under
8 this Agreement include the following:

9 COUNTY

CONTRACTOR

10 Director, County of Fresno

Sequoia Safety Council, Inc.

11 Department of Public Health

Attn: General Manager

12 P.O. Box 11867

500 East Eleventh Street

13 Fresno, CA 93775

Reedley, California, 93654

14 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
15 Agreement must be in writing and delivered either by personal service, by first-class United States
16 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
17 delivered by personal service is effective upon service to the recipient. A notice delivered by first-
18 class United States mail is effective three COUNTY business days after deposit in the United States
19 mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial
20 courier service is effective one COUNTY business day after deposit with the overnight commercial
21 courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed
22 to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the
23 recipient is completed (but, if such transmission is completed outside of COUNTY business hours,
24 then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day),
25 provided that the sender maintains a machine record of the completed transmission. For all claims
26 arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any
27
28

1 claims presentation requirements or procedures provided by law, including but not limited to the
2 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
3 810).

4 20. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
5 written consent of all the parties without, in any way, affecting the remainder.
6

7 22. SEVERABILITY: The provisions of this Agreement are severable. The invalidity or
8 unenforceability of any one provision in the Agreement shall not affect the other provisions.

9 **XXIV. ENTIRE AGREEMENT**

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

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

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24 ///

25 ///

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

28 **CONTRACTOR**

COUNTY OF FRESNO

1 Rodney L. Milton

2 (Authorized Signature)

3 Rodney L. Milton

4 Print Name & Title

5 President + Sequoia Safety Council Board

6 500 E. 11TH STREET

7 Mailing Address

8 REEDLEY, CA 93654

Nathan Magsig

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:

Susan Bishop

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG:56201695

Account:7295

Exhibit A Ambulance Zone "J"

N

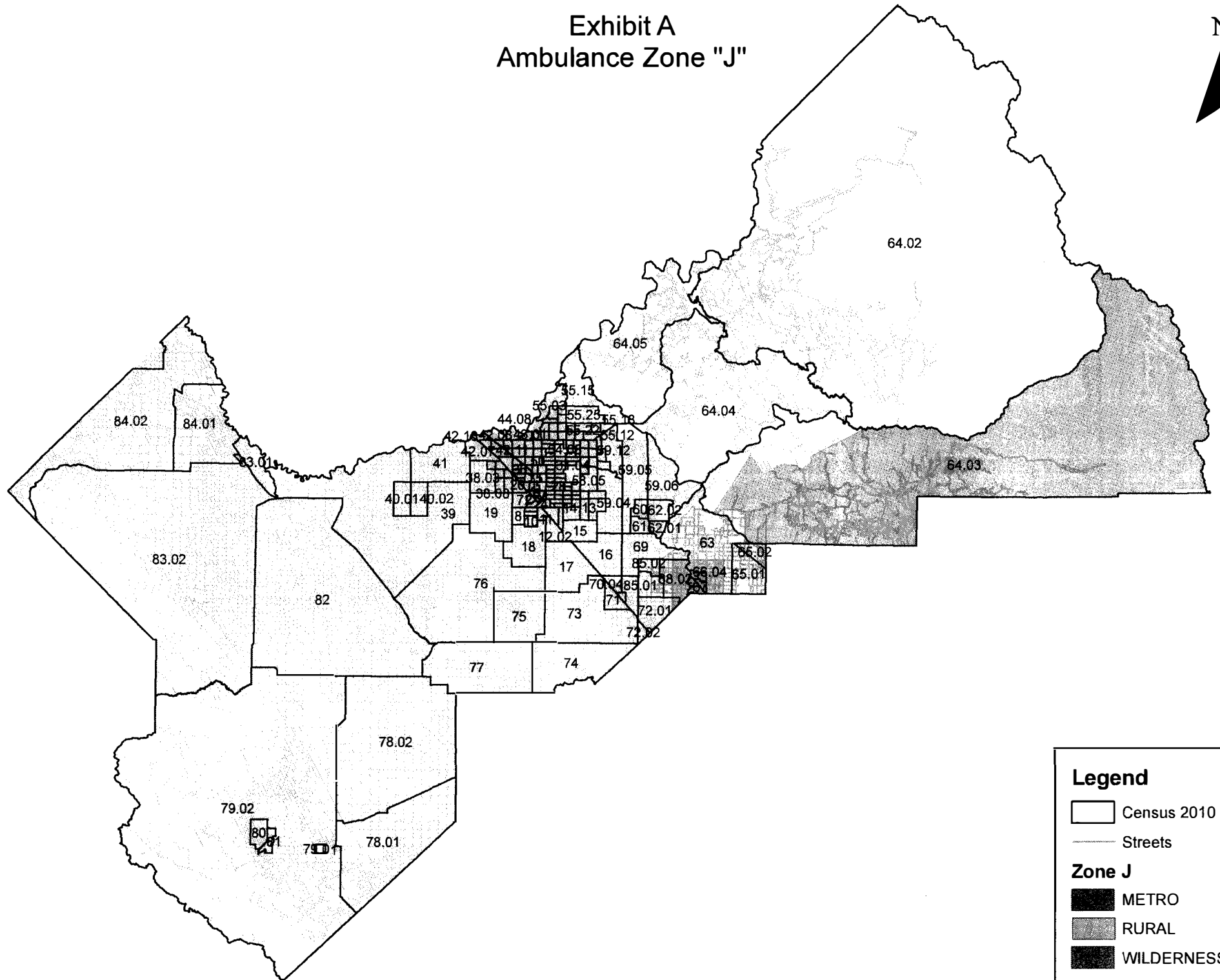
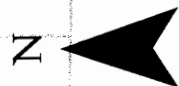


Exhibit B



Legend

Census 2010

Streets

Zone J




Exhibit B-1
Description of Metropolitan Response Area
Ambulance Zone “J”

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

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

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

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

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

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

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

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

Exhibit C

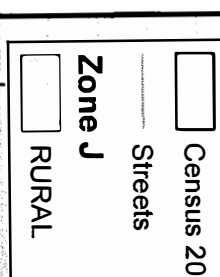


Exhibit C-1
Description of Rural Response Area
Ambulance Zone “J”

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

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

EAST of S.Cove Avenue.

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

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

Census Tract #65.01 – Includes all of Census Tract.

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

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

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

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

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

.

Exhibit D Map of Wilderness Response Area Ambulance Zone J

N

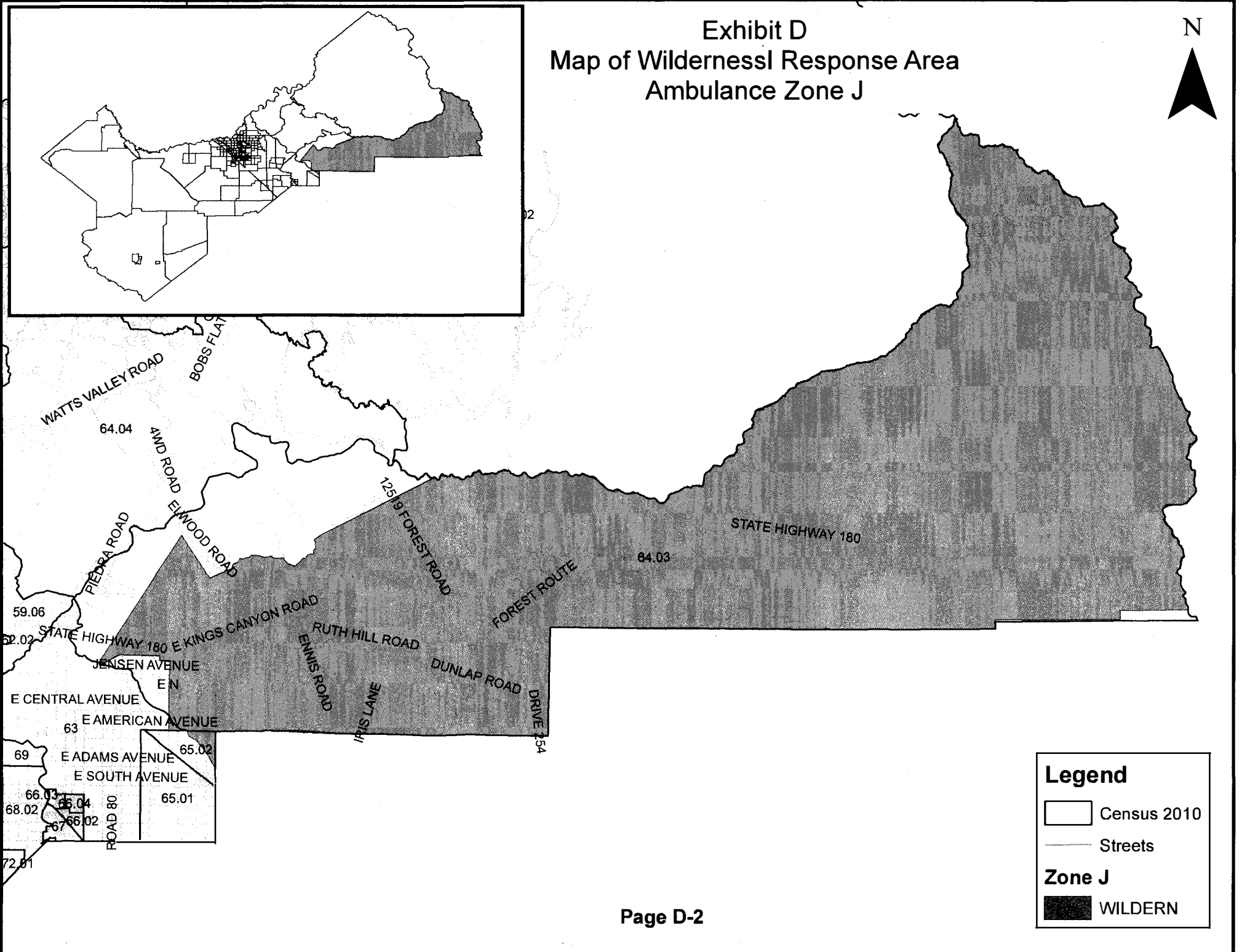


Exhibit D-1
Description of Wilderness Response Area
Ambulance Zone “J”

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

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

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

Exhibit E

Fresno County Ambulance Service

Zone I

Eastern Rural Response Area

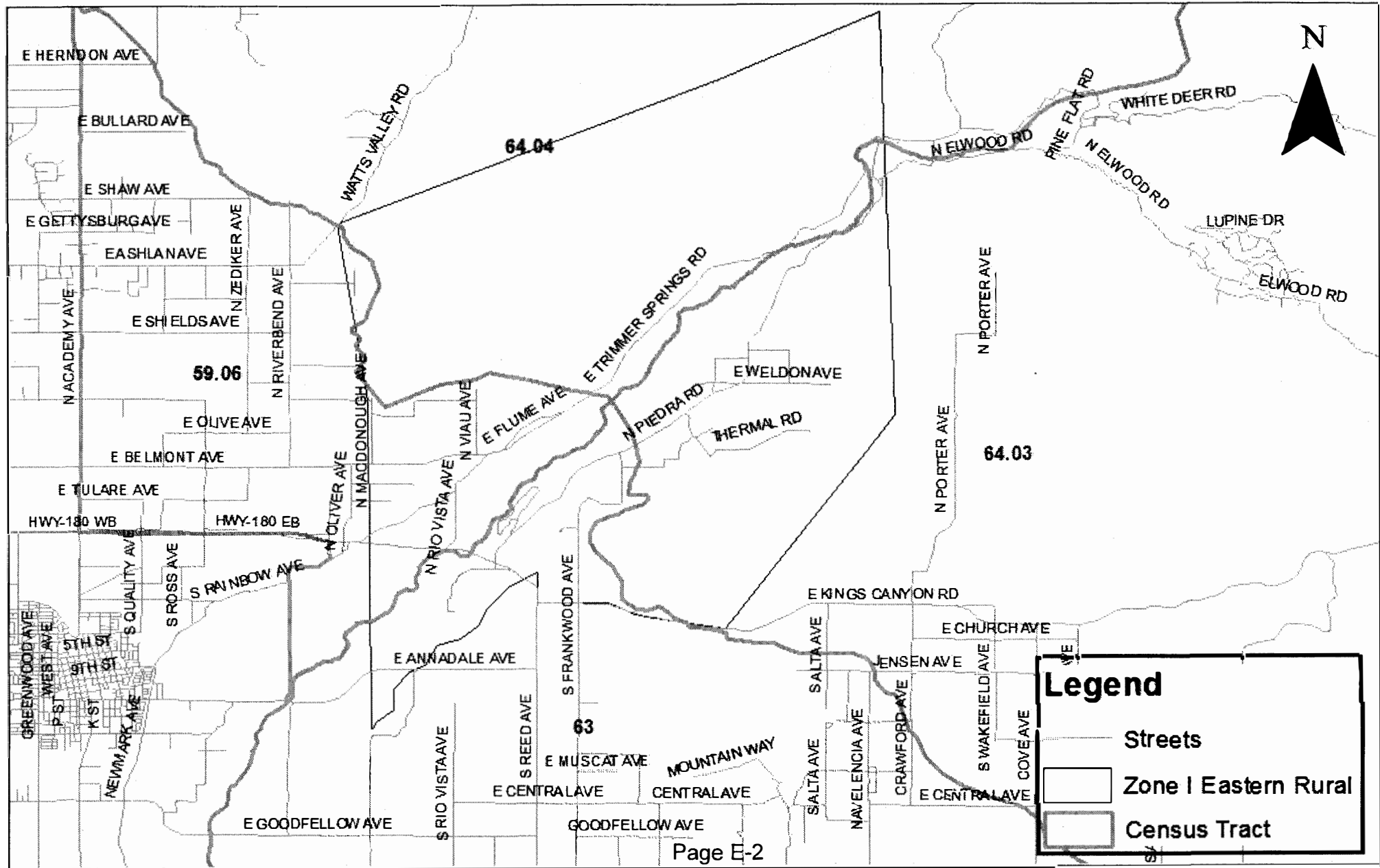


Exhibit E
Description of
Fresno County Ambulance
Service
Zone I
Eastern Rural Response Area

The following Census Tracts and descriptions comprise the Eastern Rural Response Area of

Fresno County Ambulance Service Zone I:

Census Tract #64.03 – Includes all of the area NORTH of Kings Canyon Road *and* WEST of the NORTH SOUTH alignment of N. VALENCIA AVE.

Census Tract #59.06 - Includes all of the area EAST of N. MACDONOUGH AVE.

Census Tract #63.00 - Includes all of the area EAST of N. MACDONOUGH AVE and NORTH of the following – a line from the intersection of N. MACDONOUGH AVE and the Cameron Slough 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

Census Tract #64.04 – Includes all of the area SOUTH of a line from the intersection of WATTS VALLEY RD NORTHEAST towards the intersection of TRIMMER SPRINGS ROAD and WEST of the NORTH SOUTH alignment of N. MACDONOUGH AVE.

Exhibit F
Fresno County Ambulance Service
Zone I
Wilderness Response Area

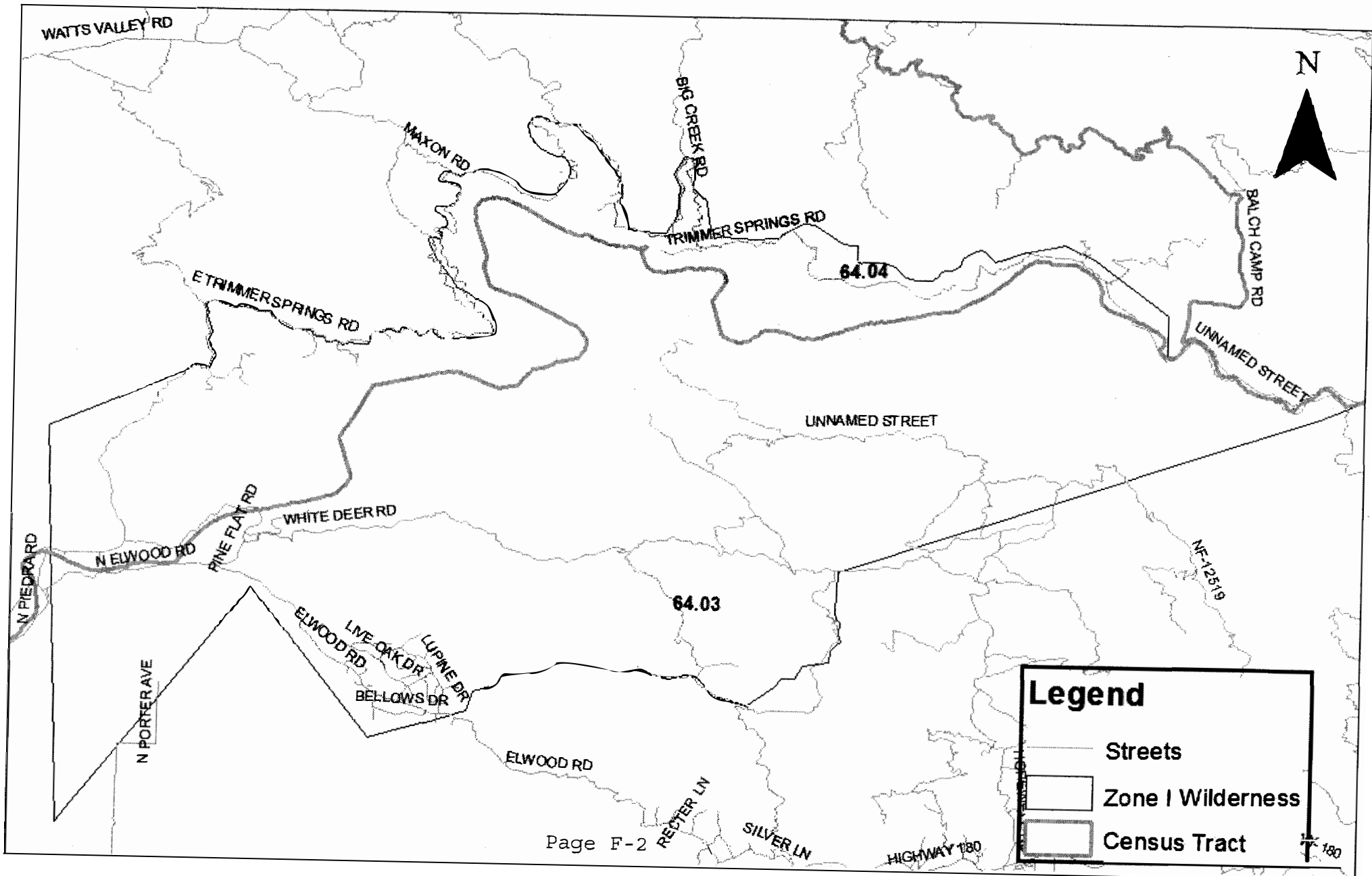


Exhibit F
Description of Fresno County
Ambulance Service
Zone I
Wilderness Response Area

The following Census Tracts and descriptions comprise the Wilderness Response Area of

Ambulance Service Zone I:

Census Tract #64.04 – Includes all of the area EAST of the NORTH SOUTH alignment of N. MACDONOUGH AVE including *and* SOUTH of TRIMMER SPRINGS RD.

Census Tract #64.03 - Includes all of the area EAST of N. MACDONOUGH AVE, WEST of NF-12501 not previously described in ambulance Zone J.

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Exhibit H - Response Time Performance Standards

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