

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 City of Coalinga, a Municipal Corporation, ("Contractor"), and the County of Fresno, a political
4 subdivision of the State of California ("County").

5 **Recitals**

6 A. County, through its Department of Public Health, has been designated as the Local EMS
7 Agency of the County of Fresno pursuant to California Health and Safety Code Section
8 1797.200.

9 B. Contractor has previously provided emergency ambulance services to persons needing
10 such services within the boundaries of Fresno County Ambulance Zone C

11 C. Contractor desires to continue to provide prehospital emergency medical services as
12 authorized by law within said Zone C.

13 The parties therefore agree as follows:

14 **Article 1**

15 **EMS Agency**

16 1.1 The parties acknowledge that the County's Department of Public Health has been
17 designated as the Local EMS Agency of the County with authority to plan, implement and
18 evaluate an emergency medical services system in Fresno County pursuant to California Health
19 and Safety Code Sections 1797.200 and 1797.204. The parties also acknowledge that the
20 Local EMS Agency has implemented County EMS Policy #200 (Authorization of Ambulance
21 Provider Agencies in Fresno County). The parties further acknowledge that the EMS Medical
22 Director of the County's Department of Public Health has the authority set forth in Health and
23 Safety Code Section 1798. Contractor shall operate its prehospital emergency medical care
24 services program in conformity with the medical policies, procedures and standards issued, and
25 amended, by the Local EMS Agency (hereinafter collectively referred to as the "County EMS
26 Policies and Procedures," and individually referred to as "County EMS Policy #").

27 1.2 Neither the fact that this Agreement is entered into nor anything contained in this
28 Agreement shall be construed as an admission by either party hereto regarding Contractor's

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

4 **Article 2**

5 **Contractor's Services**

6 2.1 **Scope of Services.** The Contractor shall perform all of the services provided in
7 Exhibit A to this Agreement, titled "Scope of Services."

8 2.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
9 able to perform all of the services provided in this Agreement.

10 2.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
11 applicable federal, state, and local laws and regulations in the performance of its obligations
12 under this Agreement, including but not limited to workers compensation, labor, and
13 confidentiality laws and regulations.

14 **Article 3**

15 **County's Responsibilities**

16 3.1 The County shall operate a central dispatching facility and shall provide the primary
17 dispatch of all calls for prehospital emergency medical care and ambulance services within the
18 area set forth in Exhibit B-1 to Contractor in accordance with County EMS Policies and
19 Procedures.

20 (A) County will assist Contractor in developing, implementing, and maintaining an
21 internal field supervision system to provide evaluation of personnel providing service
22 under this Agreement according to the standards established by the County EMS
23 Policies and Procedures.

24 (B) County will do periodic and annual inspections of Contractor's emergency
25 ambulance service personnel certifications, records, vehicles, equipment, and facilities
26 required by law and this Agreement.

27 3.2 Notwithstanding the foregoing provisions of Section 3.1 of this Agreement, County is
28 not restricted by reason of this Agreement from entering into an agreement for services that are

1 the same as or similar to these provided by Contractor pursuant to this Agreement with an entity
2 other than Contractor for the provision of prehospital emergency medical services within the
3 same geographic area as shown in Exhibit B-1. County shall notify Contractor of any proposal
4 to enter into such an agreement with any other entity prior to award of such agreement.

5 3.3 The County shall provide the use of County communications infrastructure for EMS
6 Med Channels, as provided herein during the term of this Agreement.

7 **Article 4**

8 **Compensation**

9 4.1 County shall not be obligated to raise taxes, or to adopt or approve any tax
10 measures to provide funds, in order to compensate Contractor in connection with this
11 Agreement. The only compensation payable by County to Contractor for Contractor's
12 satisfactory performance of its services under this Agreement is as follows in section 4.2 below.

13 4.2 **Compensation to Contractor.** County shall provide compensation to Contractor for
14 the satisfactory performance of its services as provided herein.

15 (A) County shall pay to Contractor a monthly lump-payment of Two Thousand and
16 No/100 Dollars (\$2,000.00) for estimated dry runs and uncollectible charges.

17 (B) In the event that Contractor, during the term of this Agreement, increases its
18 response capacity and is capable of providing advanced life support ambulance
19 response to all of Ambulance Zone C9 and C10 and is recognized by the EMS Agency
20 as the primary ambulance responder, County shall pay to Contractor a monthly lump-
21 payment of One Thousand Seven-Hundred Fifty and No/100 Dollars (\$1,750.00), which
22 represents a portion of the cost necessary to provide advanced life support level
23 services for the City of Huron.

24 (C) The total maximum compensation payable under the Agreement, for the period
25 of July 1, 2024 through June 30, 2029, shall not exceed Two Hundred Twenty-Five
26 Thousand and No/100 Dollars (\$225,000.00).

27 4.3 County shall have no obligation to compensate Contractor for services under this
28 Agreement other than as stated above. The parties agree that the amounts stated above are

1 inclusive of and fulfill any obligation County may have, if any, presently or at any time during the
2 term of this Agreement, to compensate, reimburse, or otherwise pay Contractor for prehospital
3 emergency medical services provided to medically-indigent persons.

4 **Article 5**

5 **Term of Agreement**

6 5.1 **Term.** This Agreement is effective on July 1, 2024 and terminates on June 30, 2027,
7 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
8 below.

9 5.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
10 year periods only upon written approval of both parties at least 30 days before the first day of
11 the next one-year extension period. The Director of the Department of Public Health or his or
12 her designee is authorized to sign the written approval on behalf of the County based on the
13 Contractor's satisfactory performance. The extension of this Agreement by the County is not a
14 waiver or compromise of any default or breach of this Agreement by the Contractor existing at
15 the time of the extension whether or not known to the County.

16 **Article 6**

17 **Notices**

18 6.1 **Contact Information.** The persons and their addresses having authority to give and
19 receive notices provided for or permitted under this Agreement include the following:

20 **For the County:**

21 Director, Department of Public Health
22 County of Fresno
23 P.O. Box 11867
Fresno, CA 93775
CCEMSA@fresnocountyca.gov

24 **For the Contractor:**

25 City of Coalinga
26 City Manager
155 West Durian
Coalinga, CA 93210

27 6.2 **Change of Contact Information.** Either party may change the information in section
28 5.1 by giving notice as provided in section 5.3.

6.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

6.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 7

Termination and Suspension

7.1 Termination for Non-Allocation of Funds. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- 1 (A) Modify the services provided by the Contractor under this Agreement; or
2 (B) Terminate this Agreement.

3 **7.2 Termination for Breach.**

4 (A) Upon determining that a breach (as defined in paragraph (C) below) has
5 occurred, the County may give written notice of the breach to the Contractor. The written
6 notice may suspend performance under this Agreement, and must provide at least 30
7 days for the Contractor to cure the breach.

8 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
9 time stated in the written notice, the County may terminate this Agreement immediately.

10 (C) For purposes of this section, a breach occurs when, in the determination of the
11 County, the Contractor has:

- 12 (1) Obtained or used funds illegally or improperly;
13 (2) Failed to comply with any part of this Agreement;
14 (3) Submitted a substantially incorrect or incomplete report to the County; or
15 (4) Improperly performed any of its obligations under this Agreement.

16 **7.3 Termination without Cause.** In circumstances other than those set forth above, the
17 County may terminate this Agreement by giving at least 30 days advance written notice to the
18 Contractor.

19 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
20 under this Article 7 is without penalty to or further obligation of the County.

21 **7.5 County's Rights upon Termination.** Upon termination for breach under this Article
22 7, the County may demand repayment by the Contractor of any monies disbursed to the
23 Contractor under this Agreement that, in the County's sole judgment, were not expended in
24 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
25 demand. This section survives the termination of this Agreement.

1 **Article 8**

2 **Confidentiality**

3 8.1 **Confidentiality.** All services performed by the Contractor under this Agreement shall
4 be in strict conformance with all applicable Federal, State of California and/or local laws and
5 regulations relating to confidentiality, including all Health Insurance Portability Accounting Act
6 (HIPAA) Regulations.

7 **Article 9**

8 **Independent Contractor**

9 9.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
10 agents, employees, and volunteers, is at all times acting and performing as an independent
11 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
12 venturer, partner, or associate of the County.

13 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
14 manner or method of the Contractor's performance under this Agreement, but the County may
15 verify that the Contractor is performing according to the terms of this Agreement.

16 9.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
17 right to employment rights or benefits available to County employees. The Contractor is solely
18 responsible for providing to its own employees all employee benefits required by law. The
19 Contractor shall save the County harmless from all matters relating to the payment of
20 Contractor's employees, including compliance with Social Security withholding and all related
21 regulations.

22 9.4 **Services to Others.** The parties acknowledge that, during the term of this
23 Agreement, the Contractor may provide services to others unrelated to the County.

24 **Article 10**

25 **Mutual Indemnity and Defense**

26 10.1 **Contractor's Indemnity to County.** The Contractor shall indemnify and hold
27 harmless and defend the County (including its officers, agents, employees, and volunteers)
28 against all claims, demands, injuries, damages, costs, expenses (including attorney fees and

costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

10.2 County's Indemnity to Contractor. The County shall indemnify and hold harmless and defend the Contractor (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the Contractor, the County, or any third party that arise from or relate to the performance or failure to perform by the County (or any of its officers, agents, subcontractors, or employees) under this Agreement. The Contractor may conduct or participate in its own defense without affecting the County's obligation to indemnify and hold harmless or defend the Contractor.

10.3 5150 Indemnity. County agrees to protect, defend, indemnify and hold harmless the Contractor, its officers, agents and employees, from claims brought by persons Contractor transports at the request of a peace officer or individual authorized by Welfare and Institutions Code Section 5150 to cause a person to be taken into custody, but only insofar as those claims are based on acts inherent in carrying out the detention of the person as requested by the peace officer or authorized individual. This indemnity shall not extend to claims for negligence in the provision of transportation or to any medical care provided during transport. This section shall in no way obligate the County to 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.

10.4 The aforesaid indemnity and hold harmless clauses by Contractor and County shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including but not limited to attorney fees and court costs, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or Central San Joaquin Valley Risk Management Authority (CSJVRMA)

1 Program or self-insurance of the indemnifying party shall have been determined to be applicable
2 to any such damages or claims for damages.

3 10.5 **Survival.** This Article 10 survives the termination of this Agreement.

4 **Article 11**

5 **Insurance**

6 11.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
7 Agreement.

8 **Article 12**

9 **Inspections, Audits, and Public Records**

10 12.1 **Inspection of Documents.** The Contractor shall make available to the County, and
11 the County may examine at any time during business hours and as often as the County deems
12 necessary, all of the Contractor's records and data with respect to the matters covered by this
13 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
14 request by the County, permit the County to audit and inspect all of such records and data to
15 ensure the Contractor's compliance with the terms of this Agreement.

16 12.2 **State Audit Requirements.** If the compensation to be paid by the County under this
17 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
18 California State Auditor, as provided in Government Code section 8546.7, for a period of three
19 years after final payment under this Agreement. This section survives the termination of this
20 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
21 to be paid by the County under this Agreement is also provided by Federal funding.

22 12.3 **Public Records.** The County is not limited in any manner with respect to its public
23 disclosure of this Agreement or any record or data that the Contractor may provide to the
24 County. The County's public disclosure of this Agreement or any record or data that the
25 Contractor may provide to the County may include but is not limited to the following:

26 (A) The County may voluntarily, or upon request by any member of the public or
27 governmental agency, disclose this Agreement to the public or such governmental
28 agency.

1 (B) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose to the public or such governmental agency any record or
3 data that the Contractor may provide to the County, unless such disclosure is prohibited
4 by court order.

5 (C) This Agreement, and any record or data that the Contractor may provide to the
6 County, is subject to public disclosure under the Ralph M. Brown Act (California
7 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

8 (D) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure as a public record under the California Public
10 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
11 with section 6250) ("CPRA").

12 (E) This Agreement, and any record or data that the Contractor may provide to the
13 County, is subject to public disclosure as information concerning the conduct of the
14 people's business of the State of California under California Constitution, Article 1,
15 section 3, subdivision (b).

16 (F) Any marking of confidentiality or restricted access upon or otherwise made with
17 respect to any record or data that the Contractor may provide to the County shall be
18 disregarded and have no effect on the County's right or duty to disclose to the public or
19 governmental agency any such record or data.

20 **12.4 Public Records Act Requests.** If the County receives a written or oral request
21 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
22 and which the County has a right, under any provision of this Agreement or applicable law, to
23 possess or control, then the County may demand, in writing, that the Contractor deliver to the
24 County, for purposes of public disclosure, the requested records that may be in the possession
25 or control of the Contractor. Within five business days after the County's demand, the
26 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
27 possession or control, together with a written statement that the Contractor, after conducting a
28 diligent search, has produced all requested records that are in the Contractor's possession or

1 control, or (b) provide to the County a written statement that the Contractor, after conducting a
2 diligent search, does not possess or control any of the requested records. The Contractor shall
3 cooperate with the County with respect to any County demand for such records. If the
4 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
5 CPRA or other applicable law, it must deliver the record or data to the County and assert the
6 exemption by citation to specific legal authority within the written statement that it provides to
7 the County under this section. The Contractor's assertion of any exemption from disclosure is
8 not binding on the County, but the County will give at least 10 days' advance written notice to
9 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
10 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
11 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
12 failure to produce any such records, or failure to cooperate with the County with respect to any
13 County demand for any such records.

14 **Article 13**

15 **General Terms**

16 13.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this
17 Agreement may not be modified, and no waiver is effective, except by written agreement signed
18 by both parties. The Contractor acknowledges that County employees have no authority to
19 modify this Agreement except as expressly provided in this Agreement.

20 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
21 under this Agreement without the prior written consent of the other party.

22 13.3 **Governing Law.** The laws of the State of California govern all matters arising from
23 or related to this Agreement.

24 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
25 County, California. Contractor consents to California jurisdiction for actions arising from or
26 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
27 brought and maintained in Fresno County.
28

1 13.5 **Construction.** The final form of this Agreement is the result of the parties' combined
2 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
3 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
4 against either party.

5 13.6 **Days.** Unless otherwise specified, "days" means calendar days.

6 13.7 **Headings.** The headings and section titles in this Agreement are for convenience
7 only and are not part of this Agreement.

8 13.8 **Severability.** If anything in this Agreement is found by a court of competent
9 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
10 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
11 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
12 intent.

13 13.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
14 not unlawfully discriminate against any employee or applicant for employment, or recipient of
15 services, because of race, religious creed, color, national origin, ancestry, physical disability,
16 mental disability, medical condition, genetic information, marital status, sex, gender, gender
17 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
18 all applicable State of California and federal statutes and regulation.

19 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
20 of the Contractor under this Agreement on any one or more occasions is not a waiver of
21 performance of any continuing or other obligation of the Contractor and does not prohibit
22 enforcement by the County of any obligation on any other occasion.

23 13.11 **Force Majeure.**

24 (A) If either party hereto is rendered unable, wholly or in part, by Force Majeure to
25 carry out its obligations under this Agreement, that party shall give to the other party
26 hereto prompt written notice of the Force Majeure with full particulars relating thereto.

27 Thereupon, the obligation of the party giving the notice, so far as they are affected by the
28

Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance.

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

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

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

13.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

13.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

13.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

1 (A) The Contractor is duly authorized and empowered to sign and perform its
2 obligations under this Agreement.

3 (B) The individual signing this Agreement on behalf of the Contractor is duly
4 authorized to do so and his or her signature on this Agreement legally binds the
5 Contractor to the terms of this Agreement.

6 13.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
7 electronic signature as provided in this section.

8 (A) An "electronic signature" means any symbol or process intended by an individual
9 signing this Agreement to represent their signature, including but not limited to (1) a
10 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
11 electronically scanned and transmitted (for example by PDF document) version of an
12 original handwritten signature.

13 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
14 equivalent to a valid original handwritten signature of the person signing this Agreement
15 for all purposes, including but not limited to evidentiary proof in any administrative or
16 judicial proceeding, and (2) has the same force and effect as the valid original
17 handwritten signature of that person.

18 (C) The provisions of this section satisfy the requirements of Civil Code section
19 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
20 Part 2, Title 2.5, beginning with section 1633.1).

21 (D) Each party using a digital signature represents that it has undertaken and
22 satisfied the requirements of Government Code section 16.5, subdivision (a),
23 paragraphs (1) through (5), and agrees that each other party may rely upon that
24 representation.

25 (E) This Agreement is not conditioned upon the parties conducting the transactions
26 under it by electronic means and either party may sign this Agreement with an original
27 handwritten signature.
28

13.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CITY OF COALINGA

COUNTY OF FRESNO

3
4
5 _____
Marissa Trejo, City Manager

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

6
7 155 West Durian
8 Coalinga, CA 93210

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

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 56201695
13 Account No.: 7295
Fund No.: 0001
14 Subclass No.: 10000
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Scope of Services

1. Duties of Contractor

A. Contractor shall be responsible for furnishing equipment and materials, as hereinafter set forth, in order to provide prehospital emergency medical services to persons in need thereof within the incorporated boundaries of the City of Coalinga and that certain portion of the unincorporated area of Fresno County, all known as Fresno County Ambulance Service Zone C, as shown in Exhibit B-1.

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

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

2. Qualification of Contractor

Contractor shall at all times meet the requirements set forth by the California Highway Patrol, the California Health and Safety Code, the California Vehicle Code, the State Department of Health, the California Code of Regulations, the County's Department of Public Health with respect to medical standards, and any other applicable statute or regulation with respect to the services, equipment, and materials which are the subject matter of this Agreement. In the event of conflicting statutes or regulations, the statute or regulation setting forth the most stringent requirements shall be adhered to by Contractor.

3. Area Served

Contractor shall provide prehospital emergency medical services, on a non-exclusive basis, upon dispatch by County and upon direct call to Contractor's Fire Department to any location or incident within the territory of Fresno County Ambulance Service Zone Area C as shown in Exhibit B-1. In addition, upon request of the County EMS Communications Center, Contractor shall, to the extent consistent with its primary responsibility to provide prehospital emergency medical services in the area of Exhibit B-1, render all reasonable "mutual aid" to those providers of emergency medical services operating within the adjacent Service Zone

Exhibit A

Areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

4. Staffing and Wages in Conformance with H&S Code 1797.230

A. Contractor shall provide for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the County of Fresno and surrounding counties.

B. Contractor shall maintain staffing levels consistent with staffing levels outlined in previous contracts between the parties.

5. Services to be Provided and Performance Standards

A. Contractor shall provide appropriate ambulance, paramedic, and medical equipment and personnel, except as set forth in this Agreement, in order to furnish "Advanced Life Support" (ALS) and "Basic Life Support" (BLS) services to persons within the area defined in Exhibit B-1 on a non-exclusive, on-call basis, twenty-four (24) hours per day, seven (7) days per week.

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

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

B. Response Areas and Performance Standards

1) Metropolitan Response Area

Exhibit A

The Metropolitan Response Area is defined as that area within the corporate limits of the City of Coalinga plus an area within one (1) statutory mile of said corporate limits, which is shown in Exhibit B-2, attached hereto and incorporated herein by this reference.

2) Rural Response Area

The Rural Response Area is defined as that area beyond the Metropolitan Response Area limits, which is shown in Exhibit B-3, attached hereto and incorporated herein by this reference.

3) Wilderness Response Area

For each calendar month, and for calls dispatched to locations within the area shown in Exhibit B-4, attached hereto and incorporated herein by this reference, and herein collectively called the Wilderness Response Area.

4) Response Time Performance Standards

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

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

Exhibit A

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

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

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

a. "At Scene"

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

Exhibit A

b. Failure to Report "At Scene"

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

c. Unit Cancelled Prior to Arrival "At Scene"

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

6) Performance Indicators for Alerting and Initiating Response

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

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

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

Exhibit A

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

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

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

a. Rendezvous between BLS ambulance units and advanced life support (paramedic) units shall be initiated according to the standards described in EMS Policy #510; and

b. Such BLS ambulance personnel shall adhere to EMS Agency Policy and Procedures regarding treatment and the urgency of transport. Patient transport shall not be inappropriately delayed, contrary to EMS Agency Policy and Procedures,

Exhibit A

in order to wait for the arrival of a non-transport advanced life support (paramedic) unit in order to prevent the levy of liquidated damages regarding a BLS response.

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

8) Contractor shall make (and shall maintain for 180 days) a digitally recorded copy of all requests for medical aid through the designated public service answering point.

9) Contractor shall utilize and maintain an electronic patient care reporting (ePCR) system and provide data to the EMS Agency and the California EMS Information System (CEMSIS) in accordance with H&S code 1797.227.

10) Contractor shall, consistent with County EMS Policies and Procedures, develop, collect, maintain and transmit to County data regarding its delivery of services hereunder.

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

12) 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.

13) Contractor agrees to provide an internal quality improvement program, which adheres to the County EMS System and is consistent with the minimum standards of the County EMS Policies and Procedures.

6. Equipment and Personnel

Contractor shall furnish, operate, maintain and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified personnel as may be necessary to fulfill its obligations under this Agreement. As between the County and Contractor, title to all such equipment, apparatus and

Exhibit A

supplies furnished by Contractor shall remain at all times in Contractor and personnel assigned to the performance of this Agreement are and shall remain employees or volunteers or contractors of Contractor.

Exhibit B-1

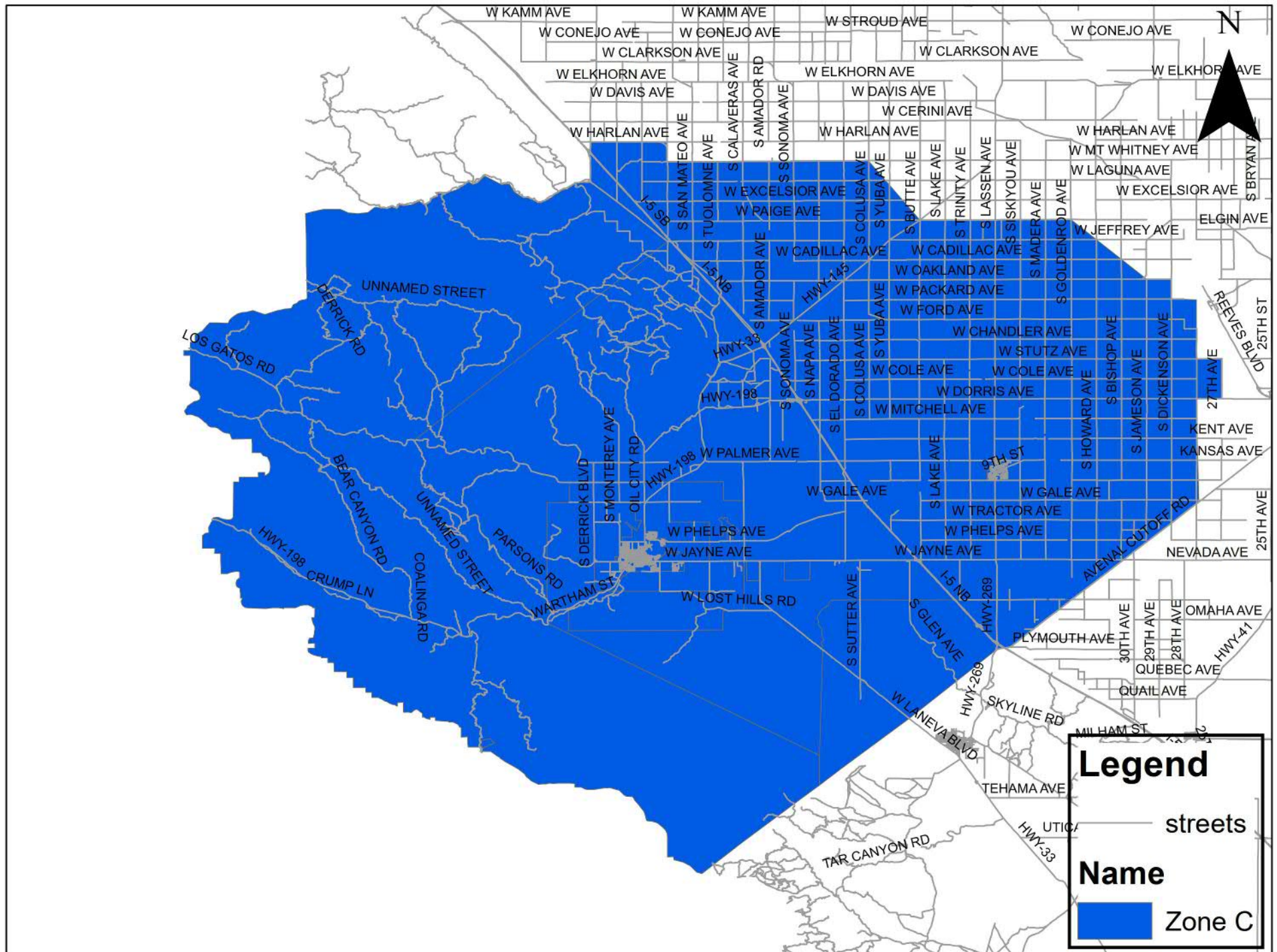


Exhibit B-2

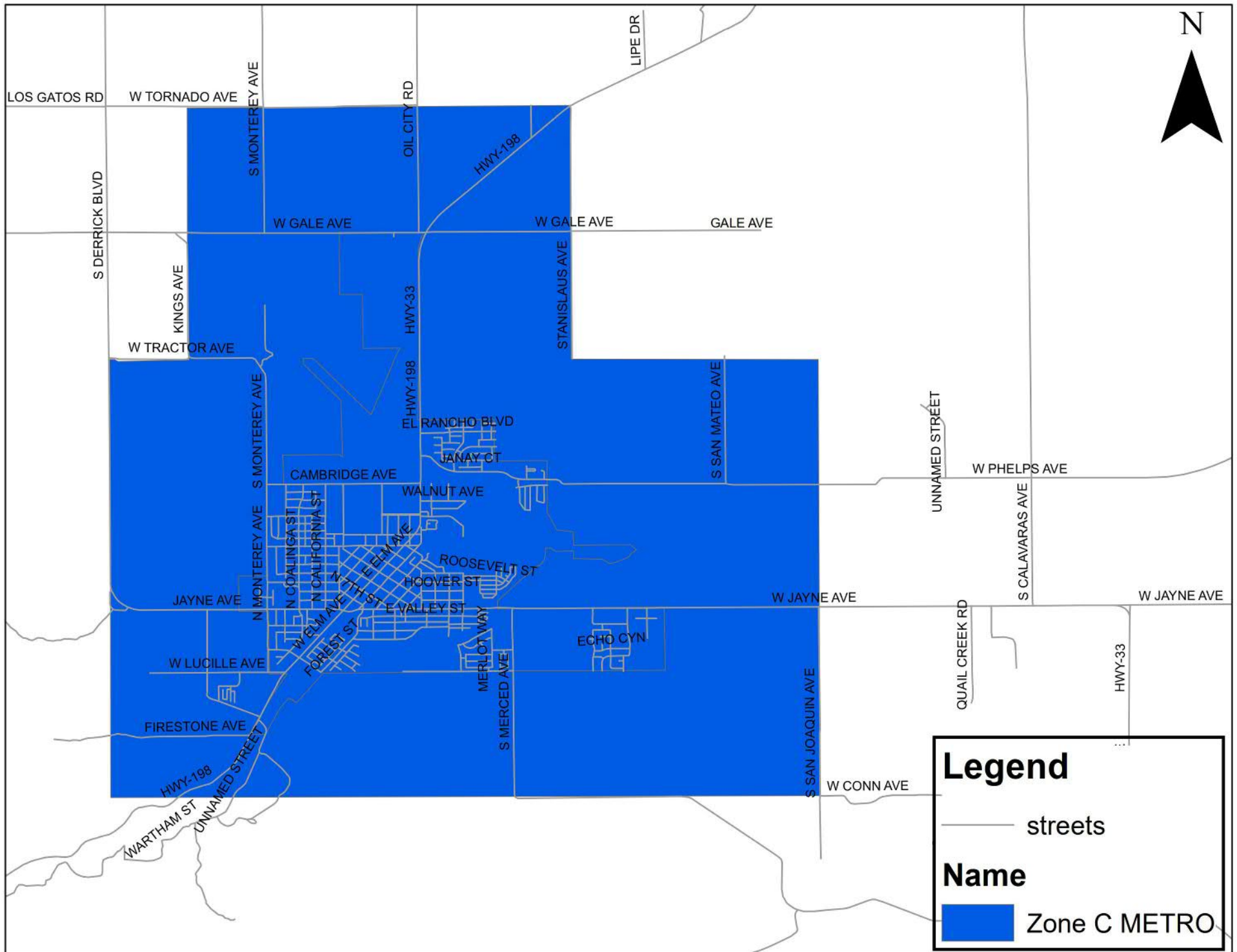


Exhibit B-3

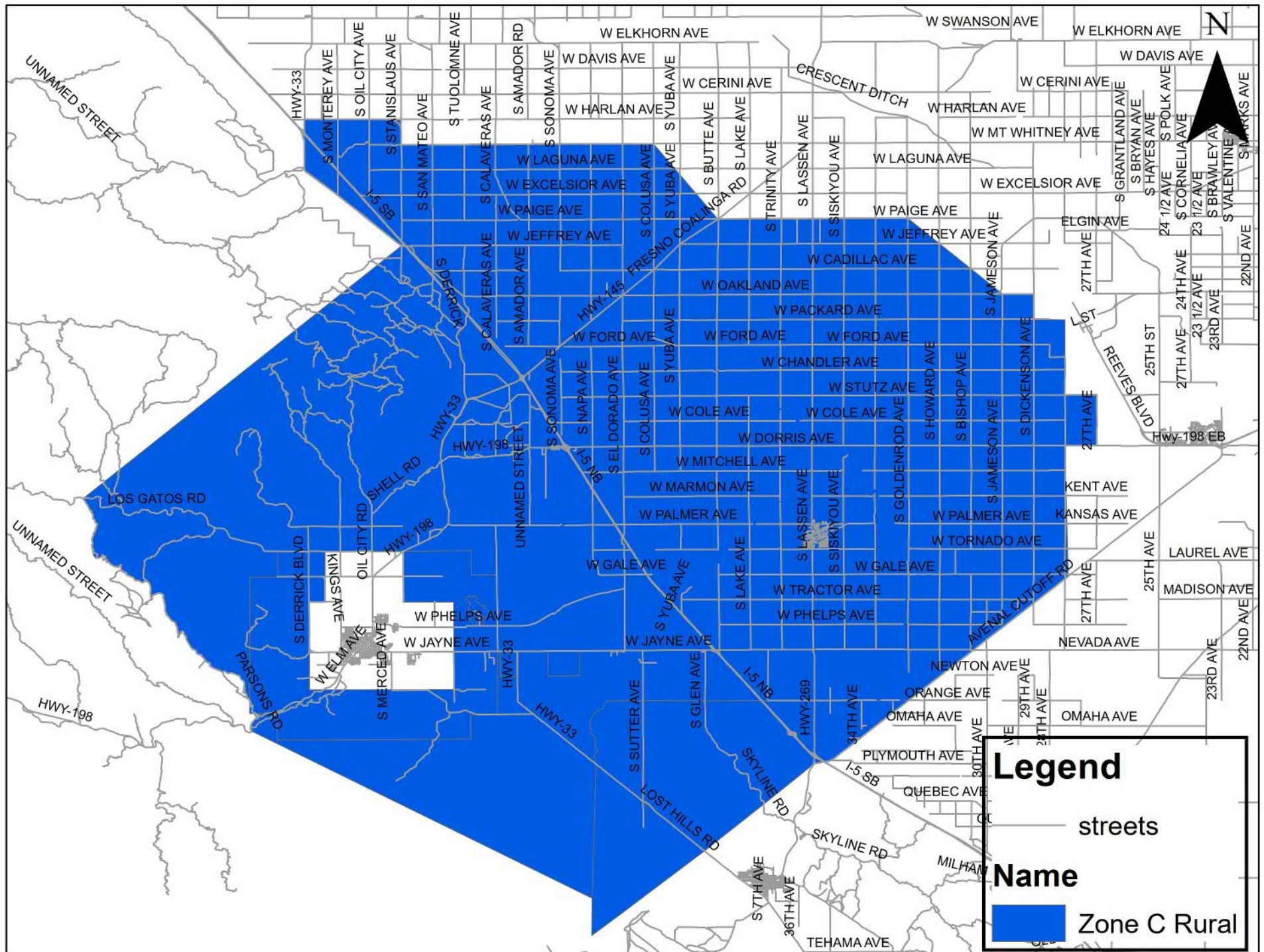


Exhibit B-4

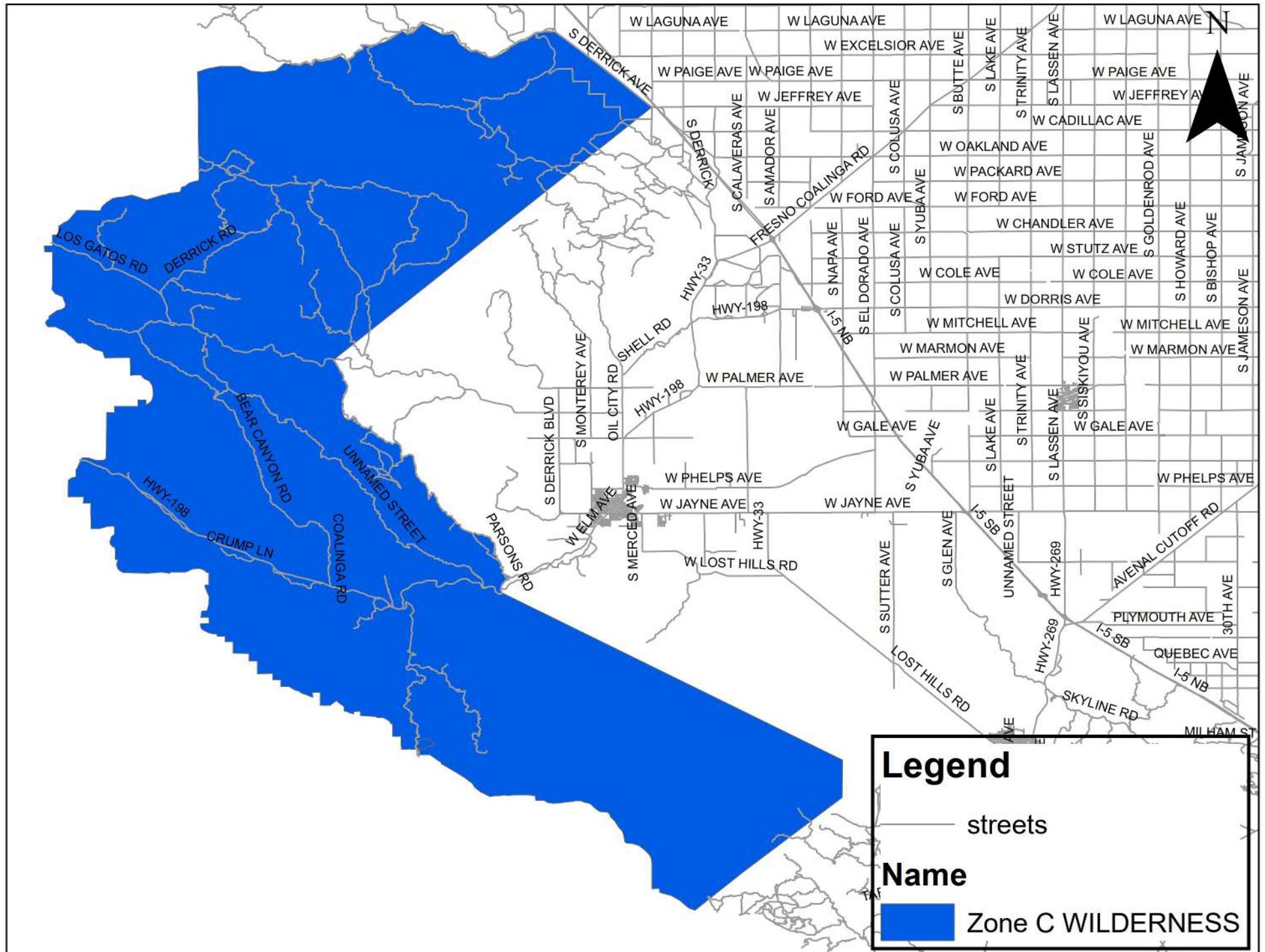


Exhibit C

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

Exhibit C

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

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

Exhibit C

insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely

Exhibit C

responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.
- (H) **Contractor's Personnel.** The insurance requirements of this Exhibit C shall apply to Contractor's personnel during their performance of any activity which is the subject of this Agreement hereto, including, but not limited to, their participation in clinical education programs and prehospital experience while assigned to a separate paramedic ground ambulance provider.

Exhibit D

Response Time Standards

Zone	Priority	Minimum Response Time	Cumulative Standard	Frequency
Metro Zone	1 & 2	9 minutes	90%	Monthly
Metro Zone	3 & 4	20 minutes	90%	Monthly
Metro Zone	5	30 Minutes	90%	Monthly
Rural Zone	1 & 2	20 minutes	90%	Quarterly
Rural Zone	3 & 4	30 minutes	90%	Quarterly
Rural Zone	5	40 minutes	90%	Quarterly
Wilderness Zone	1 & 2	60 minutes	90%	Quarterly
Wilderness Zone	3	90 minutes	90%	Quarterly