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**Subcontract For Advanced Life Support Services  
Provided By Ross Valley Fire Department To  
Ross Valley Paramedic Authority**

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**July 1, 2023**

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**SUBCONTRACT**

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## **Subcontract**

This Subcontract is entered into and is effective July 1, 2023 (the “Effective Date”) by and between the ROSS VALLEY PARAMEDIC JOINT POWERS AUTHORITY (hereinafter “RVPA”) and the ROSS VALLEY FIRE AUTHORITY (also known as the ROSS VALLEY FIRE DEPARTMENT, and hereinafter “RVFD”) for basic and advanced life support services provided by RVFD to RVPA as set forth herein.

### **Recitals**

A. RVPA was formed in 1982 pursuant to a joint powers agreement by and among the Town of Corte Madera, the City of Larkspur, the Town of Ross, the Town of San Anselmo, the Town of Fairfax, the Kentfield Fire Protection District, the Sleepy Hollow Fire Protection District and the County of Marin for the purpose of having a single consolidated agency provide paramedic/life support services throughout the Ross Valley and across jurisdictional boundaries.

B. RVPA and the County of Marin on August 17, 1999, entered into a contract with each other entitled “Agreement Advanced and Basic Life Support Service.” Under this 1999 Agreement, County contracted with RVPA for RVPA to provide basic and advanced life support services within a designated service area consistent with minimum requirements promulgated by County. The foregoing 1999 Agreement has been in full force and effect continuously from 1999 to the present. County and RVPA will continue operating under this 1999 Agreement for the foreseeable future on a year-to-year basis by mutual consent of the parties.

C. RVPA, under its 1999 Agreement with the County, is an independent contractor which may subcontract for the life support/paramedic services it provides County so long as (i) any subcontract contains minimum provisions specified by the 1999 Agreement; (ii) the subcontracting party is qualified to render such services; (iii) the subcontracting procedures follow established County guidelines; and (iv) the subcontract is both filed with and approved by the County. RVFD has been provided with a complete copy of the 1999 contract which is incorporated by reference as though fully set forth herein.

D. Pursuant to its aforementioned 1999 Agreement with the County, RVPA in prior, multiple years has subcontracted with RVFD for the provision of life support/paramedic services rendered within a designated service area.

E. It is the intention of the parties hereto that RVFD will continue to subcontract with RVPA for the provision of the same life support/paramedic services.

NOW THEREFORE, the purpose and intent of this Subcontract is to set forth the current terms, conditions, requirements and procedures that shall govern and control the provision of basic and advanced life support services by RVFD to RVPA as authorized by the Joint Exercise of Powers Act (Government Code Sections 6500, et seq.) which expressly permits the parties to contract for such services with each other.

## **Subcontract**

RVPA and RVFD, in consideration of the mutual promises, covenants, terms and conditions set forth below, hereby agree as follows:

### **SECTION 1. Term Of This Subcontract**

This Subcontract shall commence on the above-stated Effective Date and shall continue in full force and effect for an indefinite term until terminated as set forth below. In no event shall this Subcontract extend beyond the life of the aforementioned 1999 Agreement between County and RVPA.

### **SECTION 2. Earlier Subcontracts Superseded**

This Subcontract supersedes all other earlier subcontracts between RVPA and RVFD for the provision of life support services, which earlier subcontracts are hereby revoked, terminated and are of no force or effect.

### **SECTION 3. RVFD As Independent Contractor**

RVFD at all times and for all purposes under this Subcontract is an independent contractor and shall not be deemed an agent, servant or employee of either RVPA or County, nor is this Subcontract to be construed as a partnership, joint venture or association by RVFD with either RVPA or County.

### **SECTION 4. Conformance With 1999 Contract**

RVPA is authorized to subcontract for the life support services specified under its 1999 Agreement with County provided that (i) any and all such subcontracts at a minimum contain the provisions required by the County for such subcontracts; (ii) the subcontracting party is fully-qualified to render such services; (iii) the subcontractor follows established County guidelines; and (iv) the subcontract is approved in advance by County which shall not unreasonably withhold such approval. To the extent possible, all such subcontracts shall be in a standardized, consistent form with all common provisions equally applicable to all subcontractors. Fully-executed copies of all subcontracts, including this Subcontract, shall be provided by RVPA to, and be on file with, County.

### **SECTION 5. Terms Defined**

Terms used throughout this Subcontract are defined in Appendix "A" attached hereto and by this reference incorporated herein.

### **SECTION 6. Services To Be Rendered**

Upon receipt of verbal authorization issued by County Communications, RVFD shall, for the consideration set forth in this Subcontract, provide Basic and Advanced Life Support Services to the assigned service area described in Appendix "B" attached hereto and by this reference incorporated herein. Such services shall be provided in accordance with the Minimum Requirements set forth in Appendix "C" attached hereto and by this reference incorporated herein.

as well as all policies and procedures contained in the Marin County Emergency Medical Services Policy and Procedure Manual (as currently and periodically updated).

### **SECTION 7. Compensation For Services Rendered**

The terms and conditions for compensation to RVFD for its life support services provided under this Subcontract are set forth in Appendix “D” attached hereto and incorporated herein by this reference.

### **SECTION 8. Performance Review**

RVPA reserves the right at any time to review RVFD’s performance under this Subcontract, and agrees to provide to RVFD the results of its review. RVFD agrees to cooperate with any and all requests for information and documents related to any such review and, if necessary, to cooperate and provide material to County’s EMS Agency.

### **SECTION 9. Health & Safety Concerns**

If any provisions of this Subcontract are violated by RVFD in a manner that presents a possible or potential danger to the public health and safety, RVPA’s Executive Officer shall notify RVFD’s Fire Chief of the alleged violation by telephone and in writing, with a copy of such notification sent to County’s EMS Agency. If RVFD fails to correct the violation within fourteen (14) days after receipt of written notice, RVPA may suspend this Subcontract until such violation has been corrected. The decision of RVPA as to the existence of a contract violation and its resolution shall be final, but RVFD shall be permitted to present its response to the RVPA’s Board of Directors either in writing or orally or both before any such final decision is rendered.

### **SECTION 10. EMS Policies & Procedures**

County’s Emergency Medical Services Policy and Procedures Manual shall guide the performance of all of RVFD personnel when operating under this Subcontract. Copies shall be maintained by RVFD, including revisions as they take place. RVFD shall ensure that drivers and attendants are familiar with the contents of this Manual. RVFD shall not enact policies or procedures that conflict with County’s policies or procedures. Both RVPA and RVFD shall have the opportunity to review and provide input during the formulation of all such County policies applicable to this Subcontract.

### **SECTION 11. Vehicle & Records Inspections**

RVFD upon reasonable notice given by RVPA shall make available all vehicles and records involved in the performance of this Subcontract for purposes of inspection by RVPA and/or County.

### **SECTION 12. Changes To Applicable Federal Or State Statutes**

RVPA and County reserve the right to modify their standards applicable herein to conform with any changes in applicable Federal or State statutes. Notice of modifications shall be mailed to RVFD’s Fire Chief at least thirty (30) days prior to the effective date of said statutes (unless

such statutes are urgency measures). RVFD will have thirty (30) days from time of notification to institute changes unless a different time frame is agreed upon in writing by the parties.

### **SECTION 13. Changes To 1999 Agreement Affecting This Subcontract**

The parties hereby acknowledge and agree that termination or modification of RVPA's 1999 Agreement with County will affect this Subcontract. For example, termination of the 1999 Agreement would result in the immediate termination of this Subcontract and the cessation of all life support services being provided hereunder. The parties therefore agree to work together in advance of any changes to said 1999 Agreement in order to eliminate and/or minimize any disruption to services and to provide for an orderly transition necessitated by any such changes.

### **SECTION 14. Hold Harmless & Indemnification**

RVPA and RVFD each agree to defend, indemnify, and hold harmless the other, and the other's officers, agents and employees, against any and all liabilities, injuries or damages caused by the intentional or negligent acts, errors or omissions of their own respective employees, agents or representatives in connection with their performance and duties under the terms and provisions of this Subcontract. The duty to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778. In the event of concurrent negligence or liability of the parties, liability shall be apportioned between RVPA and RVFD under the doctrine of comparative fault as established under California law.

### **SECTION 15. Insurance**

RVFD shall carry at its own expense during the full term of this Subcontract the insurance coverages specified in Appendix "E" attached hereto and by this reference incorporated herein. RVFD shall provide a current endorsement of such coverages (on the general liability endorsement form attached hereto as Appendix "F") to RVPA within ten (10) days of this Subcontract being fully executed by each of the parties' representatives set forth below.

### **SECTION 16. Conflict Of Interest**

Both RVPA and RVFD warrant and covenant that they presently have no interest in, nor shall any interest be hereinafter acquired, in any matter which will render the services required under the provisions of this Subcontract a violation of any applicable state, local or federal law. RVPA and RVFD further warrant that no officer or employee of theirs has influenced or participated in a decision to award this Subcontract which has or may confer a benefit, pecuniary or otherwise, in a manner which would violate State law. In the event that any conflict of interest or violation of this section should nevertheless hereafter arise, that party shall promptly notify the other of the existence of the conflict such that all appropriate action immediately may be undertaken.

### **SECTION 17. Assignability**

RVFD shall not assign all or any portion of this Subcontract.

## **SECTION 18. Dispute Resolution Process**

Should any disagreement or dispute between RVPA and RVFD arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Subcontract, the parties shall submit such dispute to mandatory mediation before an agreed upon mediator, each party to pay an equal share of the mediation fees and each party to pay its own attorneys' fees and legal costs. Should RVPA and RVFD be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Should mediation be unsuccessful, then RVPA and RVFD each agree that they shall submit their dispute to binding arbitration before a mutually-agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. RVPA and RVFD each shall pay an equal portion of the arbitration fees and each party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing party. RVPA and RVFD hereby expressly waive any and all rights to have disputes under this Subcontract decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, each or both parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process herein specified. It is the express intent of both RVPA and RVFD to have any and all disputes under this Subcontract resolved by the above-specified mediation/arbitration process and in as timely and economical manner as possible.

## **SECTION 19. Default**

Subject to any extensions of time by mutual consent of the parties in writing, any failure of either party to timely perform any material obligation of this Subcontract shall constitute an event of default as to that party, if (i) such defaulting party does not cure such failure within thirty (30) days following receipt of written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within a thirty (30) day period, the allegedly defaulting party does not, within said thirty (3) day period, commence substantial efforts to cure such failure or thereafter does not, within a reasonable period of time, prosecute to completion with diligence and continuity the curing of the failure. The time to cure may be extended in writing at the discretion of the party giving notice. Any notice of default given hereunder shall be served on the other party and shall specify in detail the nature of the failure(s) in performance which the noticing party claims constitutes the event of default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Subcontract. Failure of a party to timely cure or commence and diligently prosecute to completion the cure of a material default of this Subcontract shall entitle the non-defaulting party to terminate this Subcontract in accordance with the termination provisions set forth herein and/or to pursue all other remedies available under the dispute resolution process set forth in Section 18 above.

## **SECTION 20. Equal Opportunity & Non-Discrimination**

RVFD and all its employees while performing under this Subcontract shall comply with the equal opportunity and non-discrimination provisions of all applicable federal, state, and local laws, statutes and ordinances. RVFD and its employees shall not discriminate on the basis of race,

color, national origin, ancestry, religion, sex, sexual preference, marital status, age, physical or mental disability in any matters related to access to or provision of services or related to employment.

## **SECTION 21. Termination**

This Subcontract may be terminated by one hundred twenty (120) days written notice being given by either party to the other party. However, if either party considers termination, it must, at least thirty (30) days prior to recommending or proposing any action to effect termination, give written notice to the other party, including its reasons(s) for contemplating termination. Within fifteen (15) days after giving such written notice, the parties shall meet to discuss the contemplated termination, which meeting should include both parties' involved representatives, designated liaison persons and legal counsel. An agreed-upon mediator may also attend if both parties agree to have such a mediator present and agree to equally share all costs of the mediator. If no written or oral agreement is reached avoiding any contemplated termination, both parties within fifteen (15) days of meeting shall in a joint written statement recommend that termination occur and the reasons therefor. Either party then may, at the time or after this joint statement is made, elect to give the other party the aforementioned 120-day written notice of its intent to terminate this Subcontract.

## **SECTION 22. Amendments**

This Subcontract shall not be further amended or modified at any time and in any respect whatsoever except in writing and by both parties hereto. RVPA and RVFD each agrees that it will make no claim at any time that this Subcontract has been orally amended or modified, and each agrees that no oral waiver, amendment or modification shall be effective for any purpose.

## **SECTION 23. Breach & Enforcement**

This Subcontract may be pleaded as a full and complete defense to, and may be used as the basis for a petition/motion against, any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Subcontract, including but not limited to a petition/motion to compel mediation and/or arbitration.

## **SECTION 24. Severability**

Should any provision of this Subcontract be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Subcontract.

## **SECTION 25. Governing Law**

This Subcontract is made and entered into within the State of California, and shall in all respects be interpreted, enforced, and governed under the laws of the State of California, with venue agreed to be within the County of Marin. The language of all parts of this Subcontract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RVPA or RVFD.



## **SECTION 26. Parties' Representations**

RVPA and RVFD each represent and acknowledge that, in executing this Subcontract, they do not rely, and have not relied, upon any representation or statement made by any of their agents, representatives or attorneys with regard to the subject matter, basis or fact of this Subcontract or otherwise.

## **SECTION 27. Binding Upon Successors**

This Subcontract shall be binding upon the parties and their administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties, and each of them, and their administrators, representatives, executors, successors and assigns.

## **SECTION 28. Headings**

The section headings and titles contained in this Subcontract are for convenience and reference only and are not intended to define, limit, or describe the scope of any provision of this Subcontract.

## **SECTION 29. Consent**

Whenever any consent or approval is required by this Subcontract, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, except as otherwise specifically set forth herein.

## **SECTION 30. Designated Representatives**

The Executive Officer of RVPA is its designated representative and will administer this Subcontract on its behalf. RVFD's Fire Chief is its designated representative. Changes in designated representatives shall occur by advance written notice to the other party.

## **SECTION 31. Notices**

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Subcontract must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the parties to be served as follows:

If to RVPA:

Executive Officer, Ross Valley Paramedic Authority  
P.O. Box 518  
Woodacre, CA 94973

If to RVFD:

Fire Chief, Ross Valley Fire Department  
777 San Anselmo Avenue  
San Anselmo, CA 94960

Each party shall provide the other with telephonic and written notice of any change of address as soon as practicable. Notices given by personal delivery or acknowledged shall be effective immediately.

**SECTION 32. Appendices**

The following appendices to this Subcontract are attached hereto and incorporated by reference as though fully set forth herein:

Appendix A	Definition of Terms
Appendix B	Paramedic Service Area
Appendix C	Minimum Requirements
Appendix D	Compensation
Appendix E	Standard Insurance Requirements
Appendix F	General Liability Endorsement Form

**SECTION 33. Execution In Counterparts**

This Subcontract may be executed on behalf of the parties in one or more counterparts, all of which collectively shall constitute one document and subcontract.

**SECTION 34. Effective Date**

The effective date of this Subcontract is the date set forth in the first paragraph hereof, once this Subcontract is fully executed by each of the parties' representatives set forth below.

**IN WITNESS WHEREOF the parties hereto have entered into and executed this Subcontract as follows:**

**ROSS VALLEY FIRE  
DEPARTMENT**

Attest:

\_\_\_\_\_  
Clerk, RVFD

By: \_\_\_\_\_  
President, Board of Directors

**ROSS VALLEY PARAMEDIC  
AUTHORITY**

Attest:

\_\_\_\_\_  
Clerk, RVPA

By: \_\_\_\_\_  
Chair, Board of Directors

## **APPENDIX A DEFINITION OF TERMS**

### **Advanced Life Support (ALS)**

Special services designed to provide definitive pre hospital 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 medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.

### **Hospital**

One of a limited number of hospitals which, upon designation by the local EMS agency and with a written contractual agreement with the local EMS agency, is responsible for providing medical direction and supervision of EMT-P personnel in accordance with Title 22, Section 100169.

### **Hospital ED Physician**

A physician and surgeon who is currently licensed in California, who is assigned to the emergency department of a participating hospital, and who has been trained to issue advice and instructions to pre-hospital emergency medical care personnel consistent with state-wide guidelines established by the Emergency Medical Services Authority.

### **Basic Life Support (BLS)**

The level of emergency medical care which includes advanced first aid and cardiopulmonary resuscitation (CPR) procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

### **Code 2**

An urgent, but not emergency, medical response that may result in the transport of a patient. Method of travel - Respond as soon as possible upon receipt of the call, driving in a manner that does not violate any posted speed or traffic regulations, using no red lights or siren.

### **Code 3**

An emergent medical response that may result in the transport of a patient. Method of travel - Respond as soon as possible upon receipt of the call, using due caution, red lights and siren.

## **County Communications**

The Communications Division of the Sheriff's Department, County of Marin, including all personnel and equipment attached thereto, designated by County to exercise radio control and to coordinate emergency medical dispatching, as well as other specific public safety responses.

## **Dry Run**

An ambulance trip, authorized by County Communications, that does not result in patient contact.

## **Emergency Medical Technician I (EMT-I)**

An individual trained in all facets of basic life support according to the standards proscribed by the state pursuant to the Health and Safety Code, and who has a valid certificate issued pursuant to that law.

## **Emergency Medical Technician Paramedic (EMT-P)**

An individual whose scope of practice to provide advanced life support is according to standards prescribed by state law in the Health and Safety Code, and who has a valid certificate pursuant to that law.

## **Emergency Medical Services (EMS) Agency**

The agency, department, or office having primary responsibility for administration of emergency medical services within Marin County.

## **Emergency Medical Services Authority**

The state agency within the Health and Welfare Agency with the responsibility, under the Health and Safety Code, for the development of planning and implementation guidelines for emergency medical services systems.

## **Mobile Intensive Care Nurse (MICN)**

A registered nurse, employed by a participating hospital and working in a participating hospital Emergency Department who has been authorized by the EMS Medical Director to provide instruction to paramedics under the supervision of a hospital ED physician.

## **Response Times**

"To call" time (dispatch interval) --time from receipt of call by dispatch agency to receipt of call by provider agency or provider agency dispatch.

"To dispatch" time (in-service interval) --time from receipt of call by provider agency until unit is "in service". "In service" means response unit wheels are rolling.

"To-scene" time--time from "in service" to arrival at designated destination--when vehicle wheels stop rolling.

"At scene" time--time interval between arrival on scene and departure from scene.

"Actual response time"-- time interval from receipt of call by provider agency or provider agency dispatch until "on scene". Time used to evaluate contract compliance.

**APPENDIX B**  
**PARAMEDIC SERVICE AREA C**

Central Marin starting at the summit of Loma Alta at Post H-5 of Rancho Canada de Herrera; thence northeasterly to the ridge line between Terra Linda and Sleepy Hollow, continuing southeasterly along the ridge line to the existing city limits of San Rafael; thence southeasterly along said city limits to the most northerly point of Parcel 6 of County Service Area 19; thence leaving said city limits southerly along the northwesterly boundary of said CSA 19 to the point of intersection with the city limits of San Rafael; thence leaving said CSA 19 boundary and continuing southerly and easterly along the San Rafael limits and the southerly boundary of Parcel I of CSA 19 to a point of intersection of said city limits, the easterly right of way of Sir Francis Drake Blvd. East and State Highway 17; thence leaving said San Rafael limits and continuing easterly along the southerly right of way of Highway 17 to the point of intersection with the shoreline of San Francisco Bay at Point San Quentin; thence southerly along said shoreline to a point on the northerly boundary of the Tiburon Fire District; thence westerly along said Fire District boundary and the southerly boundary of Corte Madera to the point of intersection with the Mill Valley City limits; thence westerly along said limits to the most northern point of the City of Mill Valley;. thence northwesterly in a direct line to the East Peak of Mr. Tamalpais; thence southwestly in a direct line to the northern right of way at the easterly terminus of Ridgecrest Blvd.; thence following said right of way to the intersection of Pan Toll Road; thence northwest along Bolinas Ridge Blvd. to the most westerly corner of the 5515.38 acre MMWD parcel as said parcel is described in Book 215 of Official Records at Page 337, Marin County Records; thence northerly and northwesterly along the westerly boundary of said MMWD parcel to the most northerly corner thereof, said corner also being on the westerly boundary of Rancho Canada de Herrera; thence northerly and westerly along said Rancho line to the point of beginning.

**APPENDIX C**  
**MINIMUM REQUIREMENTS**

**I. Coverage Requirements**

- A. Must provide continuous 24-hour/day, year-round coverage for all urgent (Code 2) and emergent (Code 3) medical dispatches in assigned service area.
- B. Must provide a minimum of two ALS staffed Engines to service the RVPA exclusive operating area. Each unit shall consist of a minimum of one Paramedic and one firefighter/EMT meeting County of Marin EMS standards.
- C. Must assure the availability of ALS and BLS care to all patients regardless of their ability to pay. County shall not reimburse Contractor for costs of delivery of indigent care and dry runs except as otherwise provided.
- D. The desired maximum response time for ALS and BLS units is ten (10) minutes to 90% of emergent calls originating in assigned service area.
- E. Response time components will be recorded by County Communications and maintained by County. Contractor will be considered to be "in compliance" with response time requirements when the 'to dispatch' time is two (2) minutes or less ninety five percent of the time, reported monthly.
- F. Must respond immediately with available ALS units and/or BLS units in a mutual aid capacity outside assigned area of responsibility, but within Marin County, if directed to do so by County Communications.
- G. Must provide, or cause to be provided by agreement or contract, availability of ALS or BLS unit(s) to assure citizen access to care.
- H. Review of patient care and services will occur as detailed in contractor's Continuous Quality Improvement plan, which has been reviewed and approved by, and is on file with, the EMS Office.

**II. Communication and Dispatch Requirements**

- A. Contractor must agree to install, utilize and maintain the appropriate radio equipment as follows:
  - 1. All ALS and BLS units used for emergency medical response must be equipped with two-way radios on frequencies designated by County Communications for the purpose of dispatching by, and status keeping with, County Communications.
  - 2. Communications equipment, compatible with the existing communications system, must be installed prior to assignment of a vehicle for zone coverage.



3. Two-way radios must be operated in conformance with all applicable rules and regulations of the Federal Communications Commission.
4. All UHF/VHF radio equipment shall be provided at Contractor's expense.
5. All mobile data services and hardware for patient care reports shall be provided at Contractor's expense.
6. All mobile and portable radio equipment used must be approved by the County DPW Communications Shop if they are contracted for repair and maintenance.
7. All emergency calls requiring a Code 3 response which Contractor receives from sources other than County Communications will be reported immediately to County Communications who shall assume responsibility for dispatching the most appropriate response as defined in policy.

B. Dispatching will occur as follows:

1. Contractor-owned units/ambulances will be dispatched by County Communications Center utilizing approved Marin County policies/procedures/and protocols.
2. All subcontracted ALS and BLS units/ambulances involved in emergency medical care under this agreement shall be directly dispatched by County Communications.
3. Upon receipt of verbal authorization, as promptly as possible, the appropriate vehicle and crew must be en route to the designated location, proceeding in a manner specified by EMD protocols. If response will be delayed, Contractor shall inform County Communications of delay and the need for alternative response should be evaluated.
4. Contractor shall inform County Communications of any changes in availability and status of ALS units and BLS units, in or out of service. Those vehicles not staffed according to contract requirements shall be out of service and reported as such to County Communications and the Marin County EMS Agency within 15 minutes.
5. ALS units and BLS ambulances will use the unit identification number designated by County Communications.

### III. Equipment and Supply Requirements

A. Vehicles

1. Ambulance vehicles shall meet standards specified in Title 13, Chapter 2, of the California Administrative Code.
2. Vehicles will be maintained cleanly and in good mechanical and body condition at all times.

3. Vehicle maintenance shall be performed as per manufacturer recommendation, with records of same available for inspection as requested by County.
- B. Safety Equipment: Safety Equipment to be carried on all ambulances and maintained in good working order shall include those items listed as requirements by the California Administrative Code and as recommended by Title 22 of the Health and Safety Code.
- C. In addition to the above, units will carry all equipment listed in the Marin County EMS Policy and Procedure Manual, “ALS Non-transport Supply/Equipment Requirement”, policy #5005, or “ALS First Responder”, policy #8105, as appropriate.

#### **IV. Relationship with the County Department of Health and Human Services:**

A. Committees

1. Contractor will designate a member of the Pre-hospital Medical Care Committee, a standing committee of the Emergency Medical Care Committee and advisory to the EMS Medical Director and EMS Program Administrator.
  - a. Designation is to assure Contractor input during formulation or change in EMS system policies and procedures.
  - b. Designation is to assure that Contractor is informed as to system direction and change as discussed in on-going meetings.

B. Data Collection

1. Contractor agrees to utilize standardized ambulance records as designated by County.
2. Contractor agrees to supply to County other statistical information as mutually agreed upon.
3. County agrees to supply to Contractor statistical information as mutually agreed upon and related to Contractor's service area.

C. System Coordination

1. Contractor will work cooperatively with County to plan for, implement and maintain a coordinated and integrated emergency medical services system.
2. Contractor will maintain complete financial records pertinent to and during the performance of this Subcontract.
3. All records maintained pursuant to this Subcontract shall be available for inspection, audit, or examination by the EMS Medical Director or designee and shall be preserved by the Contractor for at least three (3) years from the termination of this Subcontract.

4. EMS Medical Director or designee may inspect vehicles and records during normal business hours, without prior notice, to verify Contractor compliance with the terms and conditions of this Subcontract.
5. Contractor shall designate a single individual as liaison between the EMS Office, the hospitals, and the Provider Agency.

D. Public Education

1. Contractor shall be active in providing public education to the community it serves (e.g. CPR, 911 campaign, general EMS awareness, etc.).
2. Public education programs shall be coordinated and consistent with objectives established by the parties to this agreement.

**APPENDIX D  
COMPENSATION**

A. Compensation

- i. RVPA will compensate RVFD for the services provided by up to a maximum of ten (10) Paramedics pursuant to this Subcontract in accordance with the following annual 2023-2024 compensation schedule (RVFD will provide RVPA with an updated compensation schedule by April 30<sup>th</sup> of each subsequent year of the Subcontract not to exceed a 3% increase per year):

Summary of RVFD Engine Company Paramedic Costs Fiscal Year 2023-2024			
Compensation for 10 Paramedics with UAL*			\$247,253.76
Administration Fee	3%		\$7,417.61
<b>Total Cost</b>			<b>\$254,671.37</b>
		Training	\$35,591.39
		Supplies (Flat Rate)	\$18,000.00
		<b>Total Due to RVFD</b>	<b>\$308,262.76</b>
<i>*UAL – Unfunded Accrued Liability</i>			

RVPA Agency Reimbursement Schedule	
Billed Annually in Quarter 1	\$47,290.00
<b>Total Due to RVFD</b>	<b>\$47,290.00</b>

- ii. RVPA will make payments to RVFD on a quarterly basis.

B. Additional Terms

- i. RVPA has determined that paramedic engine companies can reduce the response times for ALS intervention to the benefit of residents within its area. RVFD will provide advanced life support training to its employees and assign them at Fire Stations 20 and 21 for quicker response times.
- ii. RVPA will make available to RVFD certain equipment items that RVPA deems necessary for the operation of an advanced life support service. RVFD will be responsible for proper operation and maintenance of the equipment and agrees to return this equipment to RVPA upon termination of this Subcontract, in good condition excepting normal

wear and usage during the term of the Subcontract. Costs of maintenance not arising out of normal wear and usage and not caused by negligence of Subcontractor will be covered by RVPA.

- iii. The paramedic engine company budget for services rendered by RVFD for each fiscal year after 2023-2024 shall be presented to the Board of Directors of RVPA no later than the preceding April 30<sup>th</sup> and approved by the RVPA Board no later than June 30<sup>th</sup> preceding the beginning of the next fiscal year. The parties acknowledge that these dates may be waived if extraordinary circumstances such as delayed labor contract negotiations so require or upon mutual agreement of both RVPA and RVFD.
- iv. Except as otherwise provided herein, RVFD agrees to manage the research, acquisition and maintenance of all medical equipment and supplies necessary for the provision of services pursuant to this Subcontract.
- v. All monies owed to either party and not paid when due shall earn interest at the rate charged by the Local Agency Adjustment Fund.

It is intended by the parties hereto that this Appendix D relating to compensation may be amended annually or as otherwise needed by means of written addendum without the necessity of amending this entire Subcontract.

**APPENDIX E**  
**STANDARD INSURANCE REQUIREMENTS**

Unless RVPA and RVFD agree otherwise, prior to rendering services provided by the terms and conditions of this Subcontract, RVFD shall acquire and maintain during the term of this Subcontract insurance coverage, through and with an insurer acceptable to RVPA, naming RVPA and its officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of RVFD hereunder.

1. Except for professional liability coverage said policies shall be in effect until final acceptance of RVFD's work by RVPA and shall provide that they may not be canceled without first providing RVPA with thirty (30) days written notice of such intended cancellation. If RVFD fails to maintain the insurance provided herein, RVPA may secure such insurance and deduct the cost thereof from any funds owing to RVFD.
2. Minimum Scope of Insurance. RVFD shall procure insurance covering general liability, automobile liability, and workers' compensation. Coverage shall be at least as broad as:
  - (a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed by RVFD prior to acceptance of the Subcontract.
  - (b) Except as otherwise provided in (e)(ii)(bb) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" and Endorsement CA 0029.
  - (c) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
  - (d) Professional Errors and Omissions Liability Insurance, coverage form subject to RVFD Approval.
3. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
  - (a) General Liability and Automobile Liability Coverages. RVPA and its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of RVFD; products and completed operations of RVFD; premises owned, leased, or used by RVFD; or automobiles owned, leased, hired or borrowed by RVFD. The coverage shall contain no special limitations on the scope of protection afforded to RVPA, its officials, employees, or volunteers.
    - (i) RVFD's insurance coverage shall be primary insurance as respects RVPA, its officials, employees and volunteers and any other insureds under this contract. Any insurance of self-insurance maintained by RVPA, its officials, employees and volunteers or other insureds shall be excess of RVFD's insurance and shall not contribute with it.

- (ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to RVPA, its officials, employees and volunteers or other insureds under this contract.
  - (iii) Coverage shall state that RVFD's insurance shall apply separately to each 'insured' against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (b) Workers' Compensation and Employers Liability Coverage.
- (c) Professional Errors and Omissions insurance.
  - 1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to RVPA.
- 4. Acceptability of Insurers. Insurance is to be placed with insurers with a current AM. Best's rating of no less than A-VII if admitted. A non-admitted insurer shall have a Best's rating of no less than A-X.
- 5. Minimum Limits of Insurance. RVFD shall maintain limits no less than:
  - (a) Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage with a general aggregate limit of \$2,000,000.
  - (b) Automobile Liability: Subject to the option of RVPA either: (aa) \$1,000,000 combined single limit per accident for bodily injury or property damage or; (bb) Personal Automobile liability coverage of \$500,000 bodily injury and property damage.
  - (c) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.
  - (d) Professional Errors and Omissions Liability: Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500). Coverage may be made on a claims made basis with a "Retro Date" either prior to the date of the Subcontract or the Beginning of the Subcontract work. If claims-made, coverage must extend to a minimum of twelve (12) months beyond completion of project. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, RVFD must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work.

6. In addition to the above policies, if RVFD is to hire a subcontractor under this Subcontract, RVFD shall require subcontractor to provide insurance identical to the coverage required under this Subcontract, and shall require subcontractor to name RVPA as additional insured under its Subcontract. Certificate(s) of Insurance(s) and original endorsement(s) providing such coverage shall be provided to RVPA under Paragraph 6 (h) of this Subcontract.
7. Deductibles and Self-Insured retentions. Except as otherwise provided in this Subcontract, any deductibles or self-insured retentions must be declared to and approved by RVPA. At the option of RVPA: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects RVPA, its officials and employees; or RVFD shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
8. Verification of Coverage. RVFD shall furnish RVPA with Certificate(s) of Insurance and with original endorsement(s) affecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by RVPA or on forms received and approved by it before work commences. RVPA reserves the right to require complete, certified copies of all required insurance policies, at any time.
9. RVFD shall not render services under the terms and conditions of this Subcontract unless each type of insurance coverage and endorsement is in effect and it has delivered the certificate(s) of insurance and endorsement(s) to RVPA as previously described. If RVFD fails to procure and maintain said insurance, RVPA may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by RVFD to RVPA upon demand. The policies of insurance provided herein which are to be provided by RVFD shall be for a period of not less than one year, it being understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, RVFD will deliver to RVPA a renewal or new policy to take the place of the policy expiring.
10. RVPA shall have the right to request such further coverages and/or endorsements on the insurance as it deems necessary, at RVFD's expense. The amounts, insurance policy forms, endorsement(s) and insurer(s) issuing the insurance shall be satisfactory to RVPA in its sole and absolute discretion.



**APPENDIX F**  
**GENERAL LIABILITY ENDORSEMENT FORM**

(Current Form To Be Obtained/Approved By Parties)