

AMENDED AND RESTATED SUBCONTRACT FOR ADVANCED AND BASIC LIFE SUPPORT SERVICE

THIS AGREEMENT ("Agreement" or "Subcontract") is effective as of July 1, 2004, and is entered into between the Ross Valley Paramedic Joint Powers Authority (RVPA) and the Ross Valley Fire Department, a joint powers authority, (Subcontractor) as a subcontract to the agreement between the RVPA and the County of Marin ("County"), entitled "Agreement: Advanced and Basic Life Support Service," dated June 20, 1995 (the "Master Agreement"), attached hereto as **Exhibit 1**, its applicable provisions incorporated herein by reference except as otherwise provided herein. This Agreement amends and restates the Paramedic Staffing Agreement between the parties, effective June 1, 2003, and supersedes that earlier agreement and all of its amendments.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Definition of Terms

- 1.1 The terms used throughout this Subcontract use the definitions set forth in the Appendix "A" to the Master Agreement.

SECTION 2. Term

- 2.1 The term of this Subcontract shall commence on July 1, 2004, and the service provided for herein shall continue through June 30, 2005, unless terminated sooner pursuant to the provisions set forth herein. In no case shall this Subcontract survive the life of the Master Agreement.
- 2.2 Optional: The parties agree that this Subcontract shall be automatically renewed for an additional one year term, commencing on July 1 each year, unless either party gives notice of intent not to renew sixty (60) days prior to expiration of the current term. Yes: X No:

SECTION 3. Services to Be Rendered

- 3.1 Upon receipt of verbal authorization ("dispatch") issued by County Communications, Subcontractor shall, for the consideration set forth elsewhere in this Agreement, provide the services described below within those areas of Paramedic Service Area C described in **Exhibit 2** attached, and incorporated herein by reference as if fully set forth. Subcontractor shall provide such service in accordance with the Minimum Requirements set forth in Appendix "C" to the Master Agreement, except that "Contractor" shall be read to mean "Subcontractor." Subcontractor shall provide service in accordance with all policies and procedures contained in the Marin County Emergency Medical Services Policy and Procedure Manual, as currently and periodically updated.

- 3.2 The order of dispatch shall be as set forth in **Exhibit 3**, attached hereto and incorporated herein.

SECTION 4. Insurance

- 4.1 Subcontractor shall procure and maintain during the term of this Subcontract, insurance coverage as required by Section III of the Master Agreement and Appendices "D" and "E" thereto.

SECTION 5. Indemnification

- 5.1 Subcontractor agrees to indemnify, defend and save harmless the RVPA, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation arising from any act or omission of Subcontractor in the performance of this Agreement. RVPA agrees to indemnify, defend and save harmless Subcontractor, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation arising from any act or omission of RVPA in the performance of this Agreement.

SECTION 6. Compensation and Additional Terms

- 6.1 The terms and conditions for compensation as well as additional terms and conditions applicable to this Subcontract are set forth in **Exhibit 4**, attached hereto and incorporated herein.

SECTION 7. Status of Subcontractor

- 7.1 It is expressly understood that in the performance of the services herein, Subcontractor is an independent contractor and shall not be deemed an agent, servant, or employee of the RVPA when acting under the terms of this agreement. Nor is this agreement to be construed as a partnership, joint venture, or association of the RVPA. Subcontractor shall be solely liable and responsible to pay all required taxes, withholdings and other obligations, including, but not limited to, worker's compensation, withholding and Social Security.

SECTION 8. General Provisions

- 8.1 Subcontractor understands and agrees that the scope of the services to be provided pursuant to this Subcontract can and shall be performed in a manner compatible with the standards of care associated with the nature of services provided by Subcontractor hereunder. Subcontractor

specifically warrants that Subcontractor possesses, or will possess prior to initiation of operation, and maintain all necessary and required licenses and permits to provide the duties, responsibilities and services contracted for.

- 8.2 The Marin County Emergency Medical Services Policy and Procedures Manual (EMS Manual) shall guide the performance of Subcontractor's personnel when operating under this Agreement. Copies shall be maintained by Subcontractor, including revisions as they take place. Subcontractor shall ensure that drivers and attendants are familiar with contents of the EMS Manual, as regularly updated and amended. Subcontractor shall not enact policies or procedures in conflict with the EMS Manual and shall have the opportunity to review and provide input during the formulation of those policies.
- 8.3 Standards and procedures may be modified to conform with the changes in Federal or State statutes. Notice of modification shall be mailed to the Subcontractor twenty (20) days prior to the effective date of said statutes unless such statutes are urgency measures. Subcontractor will have thirty (30) days from time of notification to institute changes unless a different time frame is agreed upon by both parties in writing.
- 8.4 Subcontractor shall make vehicles and records available for inspection as required by the Master Agreement.

SECTION 9. Default

- 9.1 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 Agreement 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 (30) 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.
- 9.2 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 Agreement.

- 9.3 Failure of a party to timely cure or commence and diligently prosecute to completion the cure of a material default of this Agreement shall entitle the non-defaulting party to terminate this Agreement in accordance with the termination provisions set forth below and/or to pursue all other remedies available under law and/or equity.
- 9.4 If provisions of the contract are violated by Subcontractor in a manner that is reasonably likely to present a danger to the public health and safety, RVPA shall notify Subcontractor's management representative of the violation by telephone and in writing, with a copy of the notification sent to the Emergency Medical Services Program Administrator in the Marin County Department of Health and Human Services. If Subcontractor fails to correct the violation within three days after receipt of written notice, RVPA may suspend this Subcontract until such violation has been corrected. The decision of the RVPA as to the existence of a contract violation of the type described in this paragraph 9.4 and its resolution shall be final.

SECTION 10. Termination

- 10.1 The term of this Subcontract shall be as set forth in Section 2, above, unless earlier terminated as set forth below.
- 10.2 Either party may terminate this Subcontract prior to June 30, 2005, for any reason, provided the terminating party gives written notice of termination ("termination notice") at least one hundred and twenty days (120) in advance of the date the termination is effective, and the procedures for termination have been completed as set forth in this section. Notwithstanding the foregoing, in the event that the County proposes to terminate the Master Agreement pursuant to Section IV.F thereof, the RVPA shall provide the Subcontractor notice of the termination of the Master Agreement and of this Subcontract no less than 110 days prior to the date termination is proposed to become effective. In the event termination or suspension of the Master Agreement is proposed by the County and/or the RVPA, the RVPA shall provide copies of the notice of said termination or suspension to the Subcontractor as soon as is reasonably practicable.
- 10.3 Either party may terminate this Subcontract prior to June 30, 2005, for an event of default caused by another party after (i) the non-defaulting party has given the notice of default in as set forth in this Subcontract, (ii) the defaulting party has failed to cure the default in accordance with this

Subcontract, and (iii) thereafter, the non-defaulting party gives the defaulting party written notice of termination ("termination notice") at least sixty (60) days in advance of the date the termination is effective.

- 10.4 If the parties do not mutually agree to the early termination, except as set forth in paragraphs 10.5 and 10.6 below, the procedure for termination shall be as set forth in Section IV.F of the Master Agreement, except that "County Board of Supervisors" shall be read to mean "Governing Board of the RVPA."
- 10.5 In the event of an immediate danger to the general health and welfare caused by Subcontractor, RVPA shall have the right to immediately suspend this Subcontract by giving written notice of immediate suspension to include an identification and description of the danger to the general health and welfare. If the danger to health and welfare remains unresolved for five (5) days, the Subcontract will be terminated according to the procedures for termination in this Subcontract, and the Subcontract will remain suspended throughout the procedures. RVPA's determination of the existence of an immediate danger to the general health and welfare shall be final.
- 10.6 This contract shall be deemed immediately terminated, and services pursuant to this Subcontract shall immediately cease, upon termination of the Master Agreement. Notwithstanding the foregoing, if the Master Agreement is suspended pursuant to paragraph IV(E) of the Master Agreement, that will operate to suspend the Subcontract for the same period of time the Master Agreement is suspended, and during the period of said suspension, services pursuant to this Subcontract shall cease; provided, however, that if the Subcontractor provides services hereunder prior to receiving the notice of such suspension pursuant to paragraph 10.2 hereof, the Subcontractor shall be compensated for same, pro rated, in accordance with the compensation provisions specified herein above.

SECTION 11. Subcontracting and Assignability

- 11.1 Subcontractor shall not subcontract or assign any or all of Subcontractor's services to be provided pursuant to this Agreement.

SECTION 12. Conflict of Interest

- 12.1 Subcontractor warrants and covenants that Subcontractor presently has 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. Subcontractor further warrants that no officer or employee of the RVPA

has influenced or participated in a decision to award this Subcontract which has or may confer on Subcontractor a benefit in which such employee or officer may have an interest, 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, Subcontractor shall promptly notify RVPA of the existence of such conflict of interest or violation so that the RVPA may determine whether to terminate this Subcontract.

SECTION 13. Equal Opportunity/Non-Discrimination

13.1 Subcontractor shall comply with the equal opportunity and non-discrimination provisions of all applicable state, federal and local laws, statutes and ordinances.

SECTION 14. Waiver

14.1 No modification or waiver of any provisions of this Subcontract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

SECTION 15. Severability

15.1 If any section or subsection of this contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or sub-section should be restrained by such tribunal, the remainder of this contract shall not be affected thereby.

SECTION 16. Merger

16.1 This Subcontract, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Any agreements or representations among the parties hereto, regarding the said subject matter, not expressly set forth in this Subcontract, are null and void. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

SECTION 17. Amendments

17.1 Amendments to this Subcontract may be initiated by either party and shall be incorporated into this Subcontract upon mutual written consent,

provided such amendments are not contrary to and do not exceed the authority granted RVPA pursuant to the Master Agreement.

SECTION 18. Attorney Fees and Costs

18.1 In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this Subcontract, each party shall bear its own costs, including attorney fees.

SECTION 19. Counterparts

19.1 This Subcontract may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

SECTION 20. Statement of Status Quo

20.1 Subcontractor does not intend that this Subcontract with RVPA constitute, nor be deemed to constitute, a request to enter into an agreement, or an agreement between the Subcontractor and the County of Marin within the meaning of Health and Safety Code Section 1797.201, and Subcontractor expressly reserves all, and is in no way waiving or relinquishing, any rights to which it may be entitled under Section 1797.201 by offering to enter into, negotiating or entering into this Subcontract.

SECTION 21. Designated Representatives

21.1 The Executive Officer of the RVPA is the representative of the RVPA and will administer this Subcontract for the RVPA. The Executive Officer for the Ross Valley Fire Authority is the authorized representative for Subcontractor. Changes in designated representatives shall occur by advance written notice to the other party.

SECTION 22. Notices

22.1 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
400 Magnolia Ave.
Larkspur, CA 94939

If to Subcontractor:

Executive Officer, Ross Valley Fire Authority
777 San Anselmo Avenue
San Anselmo, CA 94960

cc: _____

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

SECTION 23. Changes to Master Agreement

- 23.1 In the event that the RVPA agrees to any changes to the Master Agreement which are applicable to this Subcontract, the RVPA shall provide Subcontractor one-hundred fifty (150) days advance written notice of the effective date of said changes, time permitting; otherwise as early as practicable under the circumstances.

SECTION 24. Exhibits

- 24.1 The following exhibits to this Agreement are attached hereto and incorporated as though fully set forth herein:
- | | |
|-----------|-----------------------------------|
| Exhibit 1 | Master Agreement |
| Exhibit 2 | Service Area |
| Exhibit 3 | Dispatch Order |
| Exhibit 4 | Compensation and Additional Terms |

IN WITNESS WHEREOF, the parties hereto execute this Subcontract on the dates set forth below.

ROSS VALLEY PARAMEDIC AUTHORITY

By: M. DENISON

Date: 9-2-04

Title: PRESIDENT

ROSS VALLEY FIRE AUTHORITY

By: Debra Stutsman

Date: 9/2/04

Title: Executive Officer

Approved as to form:

Heather Rook

RVFD Counsel

EXHIBIT 1
MASTER AGREEMENT
AGREEMENT
ADVANCED AND BASIC LIFE SUPPORT SERVICE

This agreement is entered into between the County of Marin, State of California, herein after referred to as "County", and the Ross Valley Paramedic Joint Powers Authority, hereinafter referred to as "Contractor":

SECTION I. Definition of Terms

Terms to be used throughout this agreement are defined in Appendix A, attached and by this reference incorporated.

SECTION II. Services to Be Rendered

Upon receipt of verbal authorization issued by County Communications, Contractor shall, for the consideration set forth in this agreement, provide Advanced Life Support services and provide for Basic Life Support services to an assigned service area described in Appendix "B" attached, and by this reference incorporated. Service shall be provided in accordance with the Minimum Requirements set forth in Appendix "C" attached, and by this reference incorporated, and all policies and procedures contained in the Marin County Emergency Medical Services Policy and Procedure Manual, as currently and periodically updated.

SECTION III. Insurance

Contractor and any sub-contractors must carry at their own expense, insurance coverages as detailed in Appendix D. Contractor must file an endorsement of such coverage, on the general liability endorsement form provided by the County of Marin, with the County Administrator's Office and the Emergency Medical Services office within ten days of acceptance of this contract. (General Liability Endorsement Form, Appendix E.) Exceptions to these requirements may be requested by contacting the County Administrator's Office.

SECTION IV. General Conditions

A. Contractor is an independent contractor and shall not be deemed an agent,

servant, or employee of the County of Marin, nor is this contract to be construed as a partnership, joint venture, or association of County and Contractor.

- B. Contractor shall defend, indemnify and save harmless County, its officers, agents and employees from and against any and all claims and losses, accruing or resulting to any person, firm or corporation for damage, injury or death, to the extent such claims or losses are attributable to the negligence or substantial failure of contractor to comply with this agreement. County shall defend, indemnify and save harmless Contractor, its officers, agents and employees from and against any and all claims and losses, accruing or resulting to any person, firm, or corporation, for damage, injury, or death to the extent such claims or losses are attributable to the negligence or substantial failure of County to comply with this agreement.
- C. Contractor may sub-contract for backup Advanced Life Support or Basic Life Support services provided for in this contract, provided that such sub-contract contains at a minimum the provisions herein applicable, the sub-contracting party is qualified to render such service, the contracting procedure follows established County guidelines, and that the contract is approved by County. Copy will be on file with County.
- D. On a semi-annual basis, County will review Contractor performance and provide a written report to the contractor for discussion within the subsequent thirty (30) days. Report, following discussion and modification, if any, will be provided to the contractor, the Board of Supervisors and the EMCC.
- E. If any of the provisions of this contract are violated by Contractor in a manner that presents a possible or potential danger to the public health and safety, County Administrator or designated representative shall notify Contractor's management representative of the violation by telephone and in writing with a copy of notification sent to the Board of Supervisors. If Contractor shall fail to correct the violation within three days after receipt of written notice, the Board of Supervisors of Marin County may suspend this contract until such violation has been corrected. The decision of the Board of Supervisors as to the existence of a contract violation and its resolution shall be final.
- F. This contract shall be in full force and effect; and service commence and continue on a year-to-year basis by mutual consent of both parties. Amendments to the text of this agreement may be initiated by either party and shall be incorporated into this agreement by mutual consent.
 - 1. If either party considers, for any reason, recommending termination of the contract, that party must, at least thirty (30) days prior to recommending an action, notify the other contracted party. Notice should include the perceived reason for intended recommendation.

2. At the request of either party, a meeting will be convened to discuss the issue(s). This meeting shall occur within fifteen (15) days of notice and include the following:
 - a. Representatives, including department or division heads for both contracting agencies and counsel if desired
 - b. Designated liaison persons
 - c. Mediator
 3. Purpose of the meeting shall be to fully discuss the issue(s) leading to intent to terminate contract and attempt to reach agreement negating need for contract termination.
 4. Within five (5) working days of the meeting, the mediator will create a document summarizing the results of the meeting, including the terms of any agreements reached and forward copies to all parties involved.
 5. If mutual agreement is reached, parties will proceed according to the agreement.
 6. If mutual agreement does not occur, recommendation for cancellation of the contract would be made to the County Board of Supervisors not sooner than fifteen (15) days following issuance of the mediator's report.
- G. The contract may be terminated with one hundred twenty (120) days written notice being given by either party.
- H. The Marin County Emergency Medical Services Policy and Procedures Manual shall guide the performance of Contractor's and sub-contractor's personnel when operating under this agreement. Copies shall be maintained by Contractor, sub-contractor(s), and the Marin County Emergency Medical Services Office including revisions as they take place. Contractor shall ensure that drivers, attendants, and dispatchers are familiar with contents of said manual. Contractor shall not enact policies or procedures that conflict with County's policies or procedures and shall have the opportunity to review and provide input during the formulation of those policies.
- I. Contractor shall make vehicles and records available to County for inspection.
- J. County reserves the right to modify standards to conform with changes in Federal or State statutes. Notice of modification shall be mailed to the Contractor at least 30 days prior to the effective date of said statutes unless such statutes are urgency measures. Contractor will have 30 days from time of notification to institute changes unless a different time frame is agreed upon by

both parties in writing.

- K. If any section or subsection of this contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or sub-section should be restrained by such tribunal, the remainder of this contract shall not be affected thereby.

- L. Contractor shall comply with the equal opportunity and non-discrimination provisions of all applicable state, federal and local laws, statutes and ordinances. Contractor 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.

- M. Amendments to this Agreement are as follows:
 - 1. Appendix A Definition of Terms
 - 2. Appendix D Standard Insurance Requirements

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 Sheriffs 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 proscribed 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 "D"

Standard Insurance Requirements

Prior to rendering services provided by the terms and conditions of this Agreement, Contractor or its subcontractor shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to County, naming the County and any related agency governed by the Board of Supervisors which is letting the contract or for whom the services under the contract are being provided, and County's, or related agency's, officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the Contractor hereunder.

1. Except for professional liability coverage said policies shall be in effect until final acceptance of contractor's work by County and shall provide that they may not be canceled without first providing County with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, County may secure such insurance and deduct the cost thereof from any funds owing to Contractor.
2. Minimum Scope of Insurance. Contractor shall procure insurance covering general liability, automobile liability, and worker's 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 the County prior to acceptance of the Agreement.
 - 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 County 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. The County and the public entity awarding the contract if other than the County, and their officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
 - i) The Contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any

other insureds under this contract. Any insurance of self-insurance maintained by the County, its officials, employees and volunteer or other insureds shall be excess of the Contractor'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 the County, its officials, employees and volunteers or other insureds under this contract.
 - iii) Coverage shall state that the Contractor'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) Worker's Compensation and Employers Liability Coverage.
 - c) Professional Errors and Omissions insurance.
 - i) 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 the County.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. 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. Contractors 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 and Agreement of the County 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 Contract or the Beginning of the Contract 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, the Contractor 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 contractor is to hire a subcontractor under this Agreement, contractor shall require subcontractor to provide insurance identical to

the coverage required under this Agreement, and shall require subcontractor to name contractor as additional insured under its Agreement. Certificate(s) of Insurance(s) and original endorsement(s) providing such coverage shall be provided to County under Paragraph 6 (h) of this Agreement.

7. Deductibles and Self-Insured retentions. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
8. Verification of Coverage. Contractor shall furnish the County 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 the County or on forms received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.
9. Contractor shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and Contractor has delivered the certificate(s) of insurance and endorsement(s) to County as previously described. If Contractor shall fail to procure and maintain said insurance, County may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Contractor to County upon demand. The policies of insurance provided herein which are to be provided by Contractor 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, Contractor will deliver to County a renewal or new policy to take the place of the policy expiring.

County shall have the right to request such further coverages and/or endorsements on the insurance as County deems necessary, at Contractor's expense. The amounts, insurance policy forms, endorsement(s) and insurer(s) issuing the insurance shall be satisfactory to County in its sole and absolute discretion.

EXHIBIT 2

SERVICE AREA

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 1 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 southwesterly 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.

EXHIBIT 3

DISPATCH ORDER

MINIMUM REQUIREMENTS

I. Coverage Requirements

- A. Must provide continuous 24-hour/day, year-round coverage for all urgent (Code 2) and strive to provide 24-hour/day, year-round coverage for all emergent (Code 3) medical dispatches in assigned service area.
- B. Must assure the availability of BLS units to assure citizen access to care.
- C. Review of patient care and services will occur as detailed in RVFD's Continuous Quality Improvement plan, which has been reviewed and approved by, and is on file with the County of Marin EMS office
- G. has been reviewed and approved by, and is on file with the EMS Office.

II. Equipment and Supply Requirements

- A. Units will carry all equipment listed in the Marin County EMS Policy and Procedure manual, "Paramedic Engine Supply/Equipment Requirements", policy # 5002.
- B. Medical Equipment and Supplies:
 - 1. RVFD agrees to manage the research, acquisition and maintenance of all medical equipment and supplies necessary to operate the system.
 - 2. RVFD agrees to supply to AUTHORITY other statistical information as mutually agreed upon.

EXHIBIT 4

COMPENSATION AND ADDITIONAL TERMS

4.1 Compensation

4.1.1 RVPA will compensate Subcontractor for the services provided pursuant to this agreement in accordance with the following annual (2004/2005) compensation schedule:

Paramedic Premium plus coverage premium	2.538461538	\$29,243
Workers Comp (% medic premium)	11%	\$3,217
Disability 4859 (% medic premium)	3%	\$877
Retirement (% medic premium)	43%	\$12,914
FLSA (% medic premium)	2.70%	\$790
Training (% of overall salary)	5%	\$10,255
Administration (ratio)	3%	\$6,646
Insurance (estimate)		\$2,500
Total Personnel Cost		\$66,442
Supplies		\$2,500
Total RVFD Engine Medic Budget		\$68,942

4.1.2 RVPA will make payments to Subcontractor on a quarterly basis upon receipt of invoice from Subcontractor.

4.2 Additional Terms

4.2.1 RVPA has identified areas where advanced life support response times can be improved to the benefit of residents in those areas. Subcontractor's engine companies are closely located to those areas. Subcontractor will provide advanced life support training to its employees and assign them on certain designated engines for quicker response time. Subcontractor shall, for the consideration set forth in this Agreement, provide advanced life support services to the area presently served by the Ross Valley Fire Department ("RVFD").

4.2.2 RVPA will make available to Subcontractor certain equipment items the RVPA deems necessary for the operation of an advanced life support service. Subcontractor will be responsible for proper

operation and maintenance of the equipment and agrees to return this equipment to RVPA upon termination of this Agreement, in good condition excepting normal wear and usage during the term of the Agreement. Costs of maintenance not arising out of normal wear and usage and not caused by the negligence of Subcontractor will be borne by RVPA.

- 4.2.3 The RVFD paramedic engine company budget for each fiscal year after 2003-04 shall be presented to Board of Directors of the RVPA ("RVPA Board") no later than the preceding March 30 and approved by the RVPA Board no later than June 30 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.
- 4.2.4 Subcontractor shall provide insurance and self-insurance for the RVPA as required by the Master Agreement, including public liability, personal injury, errors and omissions, and medical malpractice liability. Subcontractor shall name the RVPA as an additional insured on all insured and self-insured insurance programs, including providing the RVPA evidence of coverage once a year and as requested.
- 4.2.5 Except as otherwise provided herein, Subcontractor agrees to manage the research, acquisition and maintenance of all medical equipment and supplies necessary for the provision of services pursuant to this Agreement.

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- 4.2.5 Except as otherwise provided herein, Subcontractor agrees to manage the research, acquisition and maintenance of all medical equipment and supplies necessary for the provision of services pursuant to this Agreement.
- 4.2.6 RVPA Agrees to provide CQI review for ALS personnel through Marin County Fire as per guidelines listed in the Marin County EMS Policy and Procedure manual.