



Ross Valley Paramedic Authority

MEMBER AGENCIES

Town of Corte Madera
Town of Fairfax
Kentfield Fire Dist.
City of Larkspur
County of Marin
Town of Ross
Town of San Anselmo
Sleepy Hollow Fire Dist.

BOARD OF DIRECTORS MEETING

Thursday, September 7, 2023 @ 6:30 p.m.
240 Tamal Vista, Suite 108, Corte Madera, CA 94925
(Hunt Plaza building)

1. Call to Order- Board Chair
2. Roll Call- Executive Officer
3. Pledge of Allegiance – Board Chair
4. Open Time for Public Input. Members of the Public have an opportunity to comment on items not on tonight's agenda. Each member of the public has two minutes in which to speak. Board members and staff are not able to engage in dialogue, answer questions or act on any of the items brought forward. At the Board's discretion, matters brought forth may be placed on a future agenda.
5. Review and approve Meeting Minutes
 - a. **Staff recommendation:** Approve and adopt the meeting minutes from the June 1, 2023, meeting.
6. Chief's Report
 - a. Informational updates.
 - b. Updates and discussion on the San Quinton Tour.
7. NEW BUSINESS
 - a. 2023 Mission LifeLine EMS Recognition – Heather Price Fair, RN, BSN, CQI Specialist
 - i. *Staff Informational report.*
 - b. Adoption of updated agreement(s) with Central Marin Fire Authority (CMFA), City of Larkspur, Marin County Fire Department (MCFD) and Ross Valley Fire Department (RVFD).
 - i. **Staff Recommendation:** Execute agreement(s) with CMFA, City of Larkspur, MCFD, and RVFD.
 - c. Tax revenue impacts related to California Community Housing Agency acquisition of 700 Lincoln Village Circle.
 - i. *Staff Informational report.*
8. OLD BUSINESS
 - a. No old business
9. CQI Reports (Quarterly). Staff recommends that the Board receive any oral/written updates from the CQI managers.
 - a. **Staff Recommendation:** Direct Staff as needed.
10. Review RVPA Expense Sheet (attached)
11. Transport Billing Data Review (attached)
12. Announcements/Future Agenda Items.
13. Adjournment.

Submitted, /s/ Jason Weber, Executive Officer

ATTENTION: If any member of the public has a request for a reasonable modification or accommodation for accessing this meeting due to a disability, please contact staff support for the Committee no later than 9:00 a.m. on the day before the meeting at 415-473-7097 and/or email to Jennifer Menicucci at jmenicucci@marincounty.org, thank you.



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Item 5: Meeting Minutes

ROSS VALLEY PARAMEDICS AUTHORITY

Held a meeting:

6:30 p.m. Thursday, June 1, 2023

In person and via teleconference

1. Call to Order- Chair Breen called the meeting to order at 6:30 p.m.
2. Roll Call
Board Member Attendance: Chair Breen, Blash, Casissa, Corbett, Finn, Meagor, Salmen
Absent: Way
Staff Present: Martin, Orme, Overshiner, Pomi

3. Pledge of Allegiance

4. Open Time for Public Input

There were no comments.

5. Review and Approve Meeting Minutes
 - a. Approval of May 4, 2023 minutes

M/s, Finn/Meagor, to approve the minutes from May 4, 2023 as submitted.

Ayes: Blash, Casissa, Corbett, Finn, Meagor, Salmen, Chair Breen

Absent: Way

6. New Business
 - a. Adoption of the FY 2023/24 Budget by Resolution No. 23-01

Acting Executive Officer Martin presented a staff report. He discussed projected revenues and expenditures within this conservative budget. Staff is recommending the transfer of \$200,000 from the Unassigned Fund Balance to the Vehicle and Equipment Replacement Fund, and \$300,000 to the Assigned Reserve.

There were no questions or comments from the Board.

Acting Executive Officer Martin opened the meeting to public comments.

There were no comments.

Acting Executive Officer Martin closed the meeting to public comments.

M/s, Salmen/Casissa, to adopt Resolution No. 23-01, Adopting the FY 2023/24 Budget.

Ayes: Blash, Casissa, Corbett, Finn, Meagor, Salmen, Chair Breen

Absent: Way

b. Adoption of Classification of Fund Balance by Resolution No. 23-02

Larkspur Finance Officer Orme presented a staff report. Fund Balances have been very strong.

Acting Executive Officer Martin opened the meeting to public comments.

There were no comments.

Acting Executive Officer Martin closed the meeting to public comments.

M/s, Casissa/Finn, to adopt Resolution No. 23-02, Adoption of Classification of Fund Balance.

Ayes: Blash, Casissa, Corbett, Finn, Meagor, Salmen, Chair Breen

Absent: Way

c. Adoption of Ambulance Service Fee by Resolution No. 23-03

Acting Chair Martin presented a staff report and discussed the need for cost recovery. He answered a question from the Board about EV emergency vehicles.

Acting Executive Officer Martin opened the meeting to public comments.

There were no comments.

Acting Executive Officer Martin closed the meeting to public comments.

M/s, Meagor/Blash, to adopt Resolution No. 23-03, Adoption of the Ambulance Service Fee.

Ayes: Blash, Casissa, Corbett, Finn, Meagor, Salmen, Chair Breen

Absent: Way

d. Executive Officer Report

Acting Chair Martin reported that the RVPA is a very healthy organization that has garnered the trust of residents. The goal is to continue to provide outstanding paramedic service.

7. Old Business

There were no Old Business Items

8. Transport Billing Data Review

Acting Chair Martin presented a staff report. There is nothing out of the ordinary.

There were no questions or comments from the Board

9. Announcements/Future Agenda Items

Chair Breen asked about the scheduling of the tour of San Quentin Prison. Acting Executive Officer Martin stated staff is working on this scheduling. He discussed mutual aid, current responses to the prison, and what agency would cover residential development in that area.

10. Adjournment- Chair Breen adjourned the meeting at 6:55 p.m.

Respectfully submitted,

Toni DeFrancis,
Recording Secretary



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Item 7: New Business

**ROSS VALLEY PARAMEDIC AUTHORITY
STAFF REPORT**

For the meeting of September 7, 2023

To: Board of Directors
From: Heather Price Fair, R.N., B.S.N., C.Q.I. Specialist
Subject: 2023 Mission: LifeLine

RECOMMENDATION:

Staff announces the 2023 Mission: LifeLine EMS Recognition.

DISCUSSION:

Staff congratulates Ross Valley Paramedic Authority on being recognized on receiving the 2023 Mission: LifeLine award.

Respectfully submitted,
Heather Price Fair, R.N., B.S.N., C.Q.I. Specialist

Attachments: Certificates for Central Marin and Ross Valley Fire Departments



American Heart Association.
Mission:Lifeline®
EMS

2023 Mission: Lifeline® EMS Recognition

The American Heart Association proudly
recognizes

Ross Valley Paramedic Authority
Woodacre, CA

Mission: Lifeline® - EMS - BRONZE

Achievement Award - EMS Agency

Nancy Brown
Chief Executive Officer
American Heart Association

Michelle A. Albert, MD, MPH, FACC, FAHA
President
American Heart Association

*For more information, please visit [Heart.org/MissionLifeline](https://www.heart.org/MissionLifeline)



**ROSS VALLEY PARAMEDIC AUTHORITY
STAFF REPORT**

For the meeting of September 7, 2023

To: Board of Directors
From: Jason Weber, Fire Chief/Executive Officer
Subject: Execute updated sub-contract agreements with the following agencies: Central Marin Fire Authority, City of Larkspur, Marin County Fire Department and Ross Valley Fire Department.

RECOMMENDATION:

Staff recommends that the Board executes the Sub-Contract Agreements with Central Marin Fire Authority, City of Larkspur, Marin County Fire Department and Ross Valley Fire Department that includes the new base cost with 3% annual increase for the life of the current 4-year tax.

DISCUSSION:

Staff is recommending approval of the updated 2023-24 agreements with Central Marin Fire Authority, City of Larkspur, Marin County Fire Department and Ross Valley Fire Department.

The agreements are substantially the same as previously adopted in 2019 with the exception of changes to indemnification language in the County agreement and updated baseline costs.

FISCAL IMPACT:

The amended Sub-Contract Agreements and associated cost increases have been factored into the 4-year budget projection and current fiscal year adopted budget.

Respectfully submitted,
Jason Weber, Executive Director

Attachments: Central Marin Fire Authority Sub-Contract Agreement
City of Larkspur Sub-Contract Agreement
Marin County Fire Department Sub-Contract Agreement
Ross Valley Fire Department Sub-Contract Agreement

Subcontract For Life Support Services Provided
By Central Marin Fire Authority To Ross Valley
Paramedic Authority

July 1, 2023

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 (RVPA) and the CENTRAL MARIN FIRE AUTHORITY (CMFA) for basic and advanced life support services provided by CMFA 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, and RVPA for the past seventeen years has fully performed by satisfactorily providing the specified life support services. 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. CMFA has been provided with a complete copy of the 1999 contract which is incorporated by reference as though fully set forth herein.

D. CMFA in prior years has provided services to RVPA pursuant to verbal agreement for agreed-upon compensation. Both CMFA and RVPA desire to have CMFA continue to provide these services to RVPA, which is beneficial to and cost-effective for both parties. However, the parties now wish to formally contract for said services pursuant to this written Agreement.

E. Pursuant to its aforementioned 1999 Agreement with the County, RVPA on prior multiple occasions has subcontracted with both the City of Larkspur and the Town of Corte Madera for the provision of life support/paramedic services rendered by their fire departments within their respective city and town boundaries. The latest of these separate subcontracts with both the City of Larkspur and the Town of Corte Madera will terminate on December 31, 2017 because of the events set forth in the following Recital F.

F. Effective January 1, 2018, the City of Larkspur and the Town of Corte Madera consolidated their respective fire departments by formation of a separate joint powers agency formally named the CENTRAL MARIN FIRE AUTHORITY (also known as the “Central Marin Fire Department”). It is the intention of the parties hereto that the newly-formed CENTRAL MARIN FIRE AUTHORITY will subcontract with RVPA to continue to provide the same life

support/paramedic services formally provided separately by the City's and the Town's fire departments.

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 CMFA 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 CMFA, 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, the City of Larkspur and the Town of Corte Madera for the provision of life support services, which earlier subcontracts are hereby revoked, terminated and are of no force or effect.

SECTION 3. CMFA As Independent Contractor

CMFA 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 CMFA 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, CMFA 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). The order of dispatch for such services is set forth in Appendix “D” attached hereto and incorporated herein by this reference.

SECTION 7. Compensation For Services Rendered

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

SECTION 8. Performance Review

RVPA reserves the right at any time to review CMFA’s performance under this Subcontract and agrees to provide to CMFA the results of its review. CMFA 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 CMFA in a manner that presents a possible or potential danger to the public health and safety, RVPA’s Executive Officer shall notify CMFA’s Fire Chief of the alleged violation by telephone and in writing, with a copy of such notification sent to CMFA’s Management Committee. If CMFA fails to correct the violation within thirty (30) 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 CMFA 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 CMFA personnel when operating under this Subcontract. Copies shall be maintained by CMFA, including revisions as they take place. CMFA shall ensure that drivers and attendants are familiar with the contents of this Manual. CMFA shall not enact policies or procedures that conflict with County’s policies or procedures. Both RVPA and CMFA 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

CMFA 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 CMFA's Fire Chief at least thirty (30) days prior to the effective date of said statutes (unless such statutes are urgency measures). CMFA 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 CMFA 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 CMFA under the doctrine of comparative fault as established under California law.

SECTION 15. Insurance

CMFA shall carry at its own expense during the full term of this Subcontract the insurance coverages specified in Appendix "F" attached hereto and by this reference incorporated herein. CMFA shall provide a current endorsement of such coverages (on the general liability endorsement form attached hereto as Appendix "G") 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 CMFA 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 CMFA 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

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

SECTION 18. Dispute Resolution Process

Should any disagreement or dispute between RVPA and CMFA 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 CMFA 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 CMFA 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 CMFA 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 CMFA 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 CMFA 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 (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. 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

CMFA 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. CMFA 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 CMFA 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 CMFA.

SECTION 26. **Parties' Representations**

RVPA and CMFA 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. CMFA'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 CMFA:

Fire Chief, Central Marin Fire Authority
342 Tamalpais Drive
Corte Madera, CA 94925

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	Dispatch Order
Appendix E	Compensation
Appendix F	Standard Insurance Requirements
Appendix G	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:

**CENTRAL MARIN FIRE
AUTHORITY**

Attest:

Clerk, CMFA

By: _____
Management Committee

**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 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 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. Provide continuous 24-hour/day, year-round coverage for all urgent (Code 2) and emergent (Code 3) medical dispatches in assigned service area.
- B. Provide ALS staffed Engines and one ALS transport ambulance to service the RVPA.
- C. Assure the availability of ALS care and transport and BLS care and transport 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 unit/ambulances 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 ambulances 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 units and BLS ambulances 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 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 in 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 ambulances, 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, “Ambulance Supply/Equipment Requirements”, policy # 5002., “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.

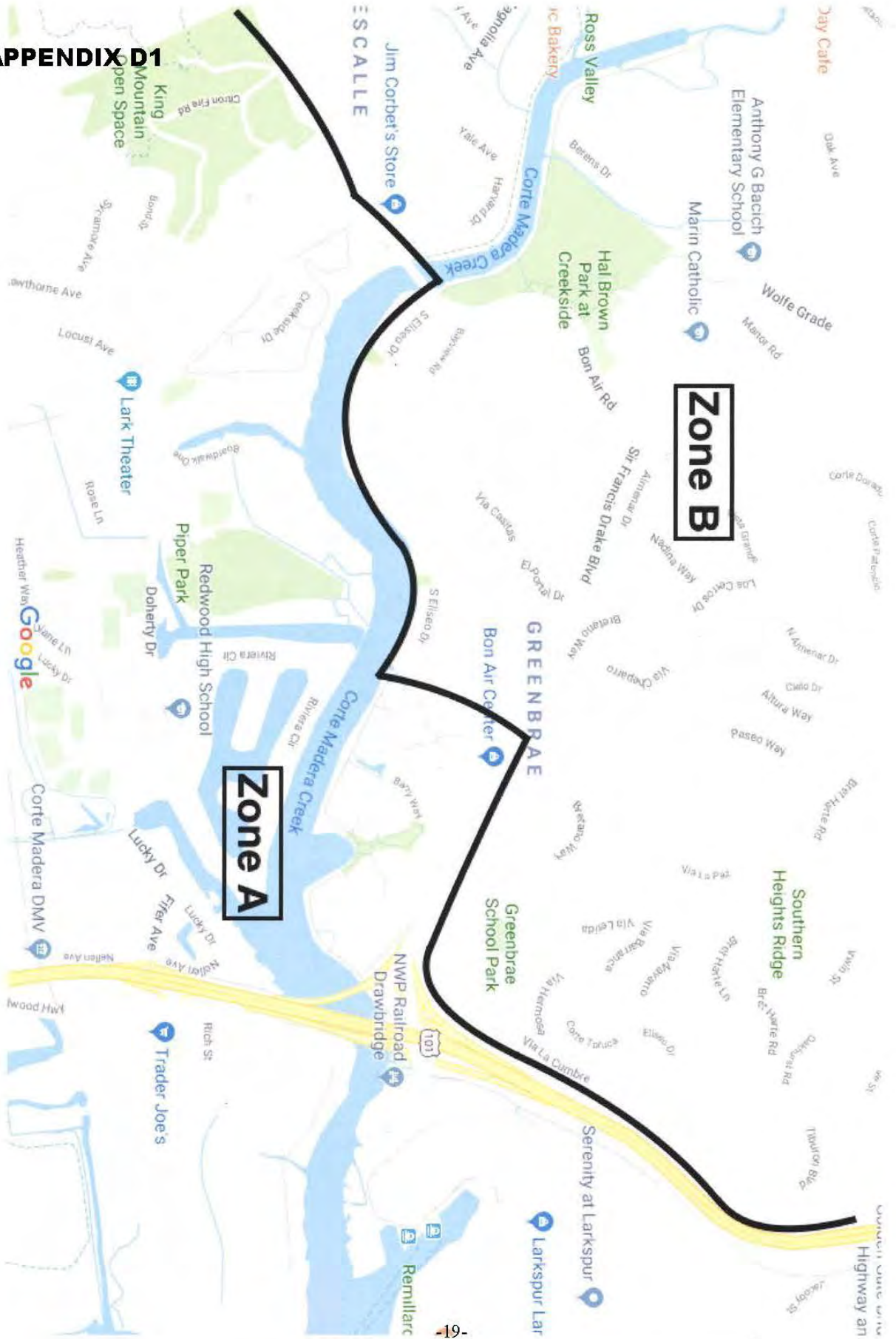
D. Public Education

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.

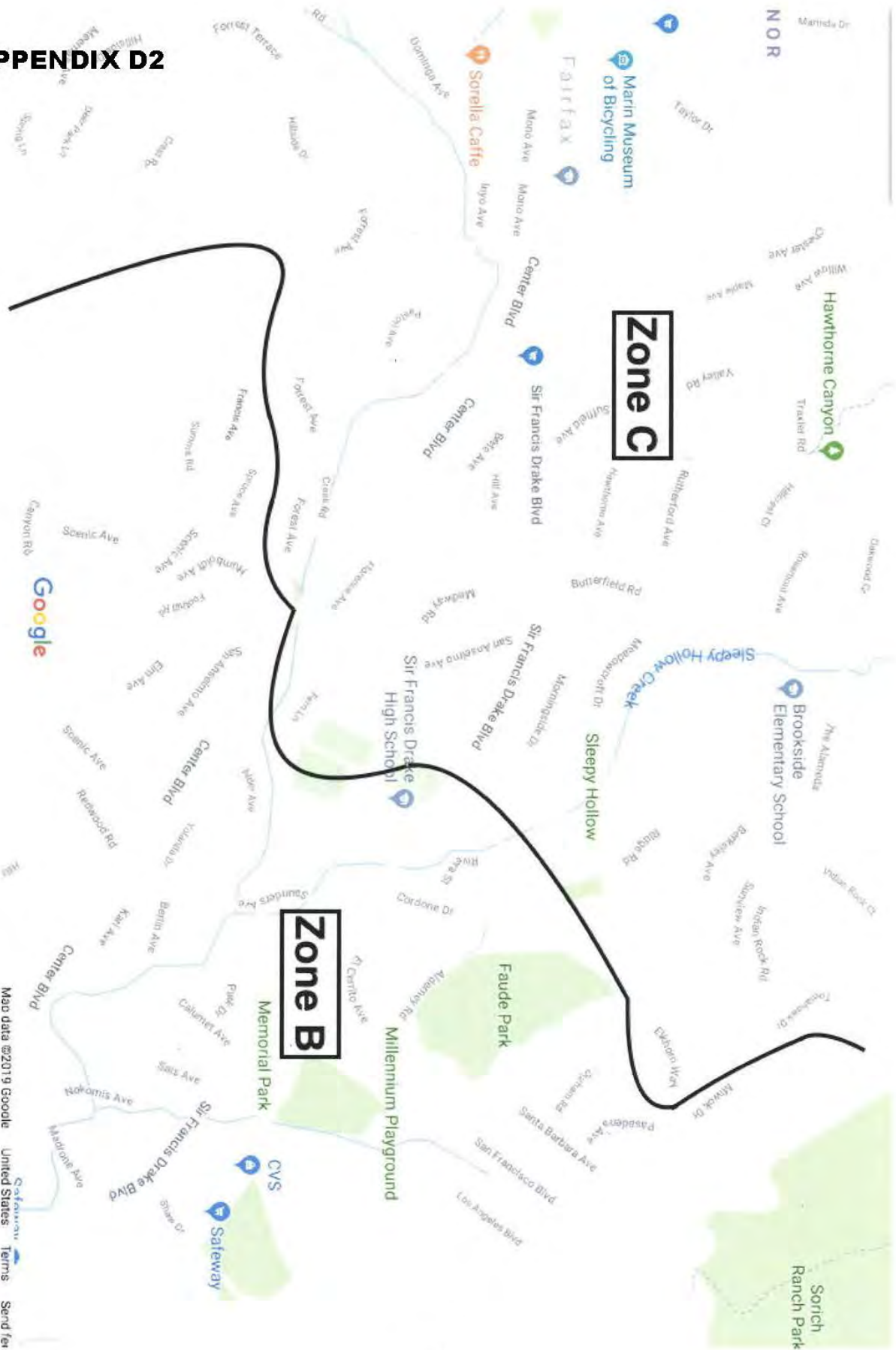
APPENDIX D
DISPATCH ORDER

- A. Zone A - In the areas described as “Town of Corte Madera” and within other specific areas of “Service Area 27” and the designated “Boundary Drop” area which are identified on Appendix D1 attached hereto, the dispatch order shall be as follows:
1. Subcontractor transport unit;
 2. RVPA transport unit;
 3. Next available closest appropriate resource (Fire based); and
 4. Private Transport.
- B. Zone B - In the areas described as “Service Area C” in Appendix B, excluding Town of Corte Madera, specific areas of “Service Area 27” and the designated “Boundary Drop” area which are identified on Appendix D1 attached hereto, and also excluding the Town of Fairfax, Sleepy Hollow and portions of San Anselmo as identified in Appendix D2 attached hereto, the dispatch order shall be as follows:
1. RVPA transport unit;
 2. Subcontractor transport unit;
 3. Next available closest appropriate resource (Fire based); and
 4. Private Transport.
- C. Zone C - In the areas described as the Town of Fairfax, Sleepy Hollow and portions of San Anselmo as identified in Appendix D2 attached hereto, the dispatch order shall be as follows:
1. RVPA transport unit;
 2. Marin County transport unit;
 3. Subcontractor transport unit;
 4. Next available closest appropriate resource (Fire based); and
 5. Private Transport.

APPENDIX D1



APPENDIX D2



APPENDIX E
COMPENSATION

1. COMPENSATION FOR SERVICES PROVIDED WITHIN CITY OF LARKSPUR
LIMITS: ENGINE COMPANY PARAMEDIC PROGRAM

A. Compensation

- i. RVPA will compensate CMFA for the services provided pursuant to this Subcontract in accordance with the following annual 2023-2024 compensation schedule. CMFA will provide RVPA with an updated compensation schedule by April 30th of each subsequent year of the Subcontract not to exceed a 3% increase per year. The Base Year is reset every four years:

Medic Engine Budget:
Base Year 2023/24 - Seven Paramedics
\$ 35,306.34 Supplies, Training, Administration
<u>\$158,688.65</u> Personnel (\$22,669.81/medic/year)
\$194,126.89 Total Annual Budget

- ii. RVPA will make payments to CMFA 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. CMFA will provide advanced life support training to its employees and assign them on all engines for quicker response time. CMFA shall, for the consideration set forth in this Subcontract, provide advanced life support services to the area formally served by the Larkspur Fire Department.
- ii. RVPA will make available to CMFA certain equipment items that RVPA deems necessary for the operation of an advanced life support service. CMFA 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 within City of Larkspur limits for each fiscal year after 2023-2024 shall be presented to the Board of Directors of RVPA no later than the preceding April 30th and approved by the RVPA Board no later than June 30th 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 CMFA.
- iv. Except as otherwise provided herein, CMFA 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 E relating to compensation may be amended annually or as otherwise needed by means of written addendum without the necessity of amending this entire Subcontract.

2. COMPENSATION FOR SERVICES PROVIDED WITHIN TOWN OF CORTE MADERA LIMITS – ALS PARAMEDIC TRANSPORT SERVICES

- A. The Town of Corte Madera adopted a special tax (Measure E) for paramedic and/or emergency medical services. The tax revenues generated by Measure E are received by the Town. It is acknowledged and agreed that said tax revenues plus the monies paid to CMFA hereunder are less than the actual costs incurred by CMFA in providing the services described herein. As of the effective date of this Subcontract, all tax revenues received by the Town, as a result of the passage of Measure E, or future tax measures adopted for the purpose of defraying the cost of providing the services described in this Subcontract within the Town of Corte Madera, shall be retained by the Town and applied to partially pay for the costs CMFA incurs in providing the services described herein

in the area described in Appendix B as “Town of Corte Madera Service Area.”

- B. The voters in the area described in Appendix B as CSA 27 adopted a special tax for emergency medical services. RVPA is paid this tax by the County of Marin.
- C. The special tax disbursements made to RVPA for emergency medical services in the specific areas of CSA 27 which are within “Zone A” as identified on Appendix D1 attached to Appendix D shall be paid by the RVPA to CMFA for its provision of the services described herein. See Appendix E1 attached hereto for schedule of CSA payments. RVPA shall pay these monies to CMFA within 30 days of receipt by RVPA of each disbursement.
- D. If RVPA provides ALS services within the Town of Corte Madera service area (as defined in Appendix B), RVPA shall bear all costs associated with providing said services.
- E. If CMFA provides ALS services within service area C (as defined in Appendix B), but outside Town of Corte Madera and those specific areas of CSA 27 which are within “Zone A” as identified on Appendix D1 attached to Appendix D, CMFA shall first seek payment for said services from third parties and non-resident recipients of said services. For residents of the Ross Valley Paramedic Authority, but outside Town of Corte Madera and CSA 27, CMFA may bill the RVPA for CMFA’s unpaid service and RVPA shall pay same within thirty (30) days of receiving its invoice. Notwithstanding the foregoing, RVPA’s duty to compensate CMFA for transporting Medicare/Medi-Cal patients shall be limited to the allowable rate established by the then-applicable Medicare/Medi-Cal guidelines for such services.
- F. All monies owed to either party and not paid when due shall earn interest at the rate charged by the Local Agency Adjustment Fund.

APPENDIX E1

CSA Payment to Central Marin Fire
Due April each year

All San Quentin, Greenbrae Boardwalk, and Lucky Drive that appear on the CSA #27 report.

2023/2024 (Minus .50 County Fees)

<u># of Parcels</u>	<u>Rate</u>	<u>Total</u>
85	\$94.00	\$7,990.00
13	\$188.00	\$2,444.00
<u>1</u>	\$564.00	\$564.00
99		\$10,998.00 Due

2024/2025 (Minus .50 County Fees)

<u># of Parcels</u>	<u>Rate</u>	<u>Total</u>
85	\$97.00	\$8,245.00
13	\$194.00	\$2,522.00
<u>1</u>	\$582.00	\$582.00
99		\$11,349.00 Due

2025/2026 (Minus .50 County Fees)

<u># of Parcels</u>	<u>Rate</u>	<u>Total</u>
85	\$100.00	\$8,500.00
13	\$200.00	\$2,600.00
<u>1</u>	\$600.00	\$600.00
99		\$11,700.00 Due

2026/2027 (Minus .50 County Fees)

<u># of Parcels</u>	<u>Rate</u>	<u>Total</u>
85	\$103.00	\$8,755.00
13	\$206.00	\$2,678.00
<u>1</u>	\$618.00	\$618.00
99		\$12,051.00 Due

APPENDIX F
STANDARD INSURANCE REQUIREMENTS

Prior to rendering services provided by the terms and conditions of this Subcontract, Contractor or its subcontractor shall acquire and maintain during the term of this Subcontract 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 agencies, 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 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 the County 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 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 volunteers 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) 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 the County.
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. 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 Subcontract 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 claim 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 Subcontract, contractor shall require subcontractor to provide insurance identical to the coverage required under this Subcontract, and shall require subcontractor to name contractor as additional insured under its Subcontract. Certificate(s) of Insurance(s) and original endorsement(s) providing such coverage shall be provided to County 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 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 Subcontract 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.
10. 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.

APPENDIX G
GENERAL LIABILITY ENDORSEMENT FORM
(Current Form To Be Obtained/Approved By County)

Financial Services Agreement

This Agreement, effective July 1, 2023 (the “Effective Date”), is entered into by and between the CITY OF LARKSPUR (hereafter “CITY”) and the ROSS VALLEY PARAMEDIC JOINT POWERS AUTHORITY (hereafter “RVPA”) for financial services provided by CITY 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 (the “JPA Agreement”).

B. Pursuant to its aforementioned 1999 Agreement with the County, RVPA on prior multiple years has subcontracted with CITY for the provision of life support/paramedic services rendered by its fire department within its city boundaries.

C. Effective January 1, 2018, CITY and the Town of Corte Madera consolidated their respective fire departments by formation of a separate joint powers agency formally named the Central Marin Fire Authority (also known as the “Central Marin Fire Department”). The newly-formed Central Marin Fire Authority has subcontracted with RVPA to continue to provide the same life support/paramedic services formally provided separately by CITY’s and Town’s fire departments.

D. CITY in prior multiple years has provided certain financial services to RVPA pursuant to verbal agreement for agreed-upon compensation. Both CITY and RVPA desire to have CITY continue to provide these financial services to RVPA, which is beneficial to and cost-effective for both parties. However, the parties now wish to formally contract for said services pursuant to this written Agreement.

NOW THEREFORE, the purpose and intent of this Agreement is to set forth the terms and conditions by which CITY, commencing on the Effective Date, provides financial services 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.

Agreement

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

SECTION 1. Term Of Agreement

This Agreement shall commence on the above-stated Effective Date of July 1, 2023 and shall continue in full force and effect for an indefinite term until terminated as set forth below.

SECTION 2. Earlier Agreements Superseded

This Agreement supersedes all other earlier verbal understandings or agreements between CITY and RVPA for the provision of financial services, which earlier understandings and agreements are hereby revoked, terminated and are of no force or effect.

SECTION 3. CITY Providing Services Pursuant to JPA Agreement As a Member of RVPA and As Independent Contractor

CITY at all times and for all purposes under this Agreement is an independent contractor and shall not be deemed an agent, servant or employee of RVPA, nor is this Agreement to be construed as a partnership, joint venture or association by CITY with RVPA. CITY agrees to provide the services described in this Agreement pursuant to Section 3(e) of the JPA Agreement, which expressly authorizes one member of RVPA to provide financial services. It is the intention of both CITY and RVPA that CITY employees performing work under this Agreement are performing work for RVPA as independent contractors. RVPA shall only have the authority to direct the outcome of the services to be provided. RVPA has no employees under its employment and, therefore, CITY employees will not perform any services under this Agreement that would otherwise be performed by an RVPA employee.

SECTION 4. Financial Services Rendered By CITY

CITY shall, for the consideration set forth in this Agreement, provide the financial services described in Exhibit A (entitled "Scope of Financial Services") attached hereto and by this reference incorporated herein.

SECTION 5. Compensation For Financial Services Rendered

The terms and conditions for compensation to CITY for its provision of financial services to RVPA under this Agreement are set forth in Exhibit B (entitled "Compensation for Financial Services") attached hereto and incorporated herein by this reference.

SECTION 6. Standard Accounting & Fiscal Practices

Government Accounting Standards Board (GASB) accounting and financial procedures and practices shall guide all CITY personnel performing financial services under this Agreement. Both RVPA and CITY shall have the opportunity to review and provide input during the formulation and identification of all such accounting and fiscal procedures and practices applicable to CITY's performance hereunder.

SECTION 7. Changes To Applicable Accounting Practices & Procedures

RVPA reserves the right to modify the financial practices and standards applicable herein to conform with any changes required either by law or by RVPA. Modifications shall not be required if such modifications are not compliant with GASB accounting and financial reporting standards. Notice of such modifications shall be mailed to CITY's manager at least thirty (30) days

prior to the effective date of their implementation. CITY will have thirty (30) days from time of notification to institute reasonable changes unless a different time period is agreed upon in writing by the parties.

SECTION 8. Changes Required By Law

The parties hereby acknowledge and agree that any changes or modification of law or GASB principles/standards that will affect the financial services being provided by CITY under this Agreement shall be immediately addressed. The parties therefore agree to work together in advance of any such changes in order to eliminate and/or minimize any disruption to services and to provide for an orderly transition necessitated by any such changes.

SECTION 9. Inspection & Ownership of Records

CITY upon reasonable notice given by RVPA shall make available all financial records involved in the performance of this Agreement for purposes of inspection by RVPA and/or its auditors and consultants. All ledgers, statements, checks, balance sheets, bank records and other such financial documents that CITY prepares or obtains pursuant to this Agreement and which relate to the matters covered hereunder shall be the property of RVPA. CITY hereby agrees to deliver these documents to RVPA within a reasonable period of time upon termination of this Agreement. It is understood and agreed that all such documents and materials, including but not limited to those described above and prepared pursuant to this Agreement, are exclusively the property of, and owned by, RVPA.

SECTION 10. Confidentiality Of Records

CITY shall hold in strict confidence all information, data and records pertaining to RVPA received or developed in the course of performing under this Agreement and will not disclose such confidential information to any person or entity, either during the term of this Agreement or at any time thereafter. For purposes of this section, confidential information is defined as all information disclosed to CITY which relates to RVPA's past, present, and future activities, as well as activities under this Agreement, which does not otherwise constitute a public record under California law. CITY is prohibited from disclosing or sharing any such information without the express authorization of RVPA unless compelled by law to do so.

SECTION 11. Performance Review

RVPA reserves the right at any time to audit and review CITY's performance of financial services under this Agreement, and agrees to provide to CITY the results of its review. Such review shall not constitute a performance evaluation of the work of CITY employees, but shall only constitute a review of the financial services CITY is providing to RVPA in accordance with this Agreement. CITY agrees to cooperate with any and all requests for information and documents related to any such audit and review and, if necessary, to cooperate and provide information and material to outside auditors and consultants.

SECTION 12. Financial Integrity Concerns

If any act or omission under this Agreement by CITY and its staff presents a perceived or potential risk to the public funds/monies being handled or controlled by CITY on RVPA's behalf, RVPA's Executive Officer shall notify CITY's Manager of the concern by telephone and in writing. If CITY fails to correct the concern within fourteen (14) days after receipt of written notice, RVPA may render a final decision regarding the existence of such a risk or concern related to a perceived or potential risk to the public funds/monies being handled or controlled by CITY. The decision of RVPA as to the existence of such a risk or concern and its resolution shall be final, but CITY shall be permitted to present its response to the RVPA Board of Directors either in writing or orally or both before any such final decision is rendered. Upon issuance of final decision, RVPA may direct the CITY to cease all services under the Agreement and may proceed with Default procedures in accordance with Section 19.

If any act or omission under this Agreement by RVPA and its staff presents a perceived or potential risk to the public funds/monies being handled or controlled by CITY on RVPA's behalf, CITY's Manager shall notify RVPA's Executive Officer of the concern by telephone and in writing. If RVPA fails to correct the concern within fourteen (14) days after receipt of written notice, CITY may render a final decision regarding the existence of such a risk or concern related to a perceived or potential risk to the public funds/monies being handled or controlled by CITY. The decision of CITY as to the existence of such a risk or concern and its resolution shall be final, but RVPA shall be permitted to present its response to the CITY's Manager either in writing or orally or both before any such final decision is rendered. Upon issuance of final decision, CITY may inform RVPA that it will cease all services under the Agreement and may proceed with Default procedures in accordance with Section 19.

SECTION 13. Assignment of CITY Personnel

CITY shall only assign CITY employees performing financial services for CITY to perform the financial services it renders to RVPA under this Agreement. CITY shall not assign non-employees or outside/independent contractors to perform any such services without first obtaining the express authorization of RVPA to do so. In the event that RVPA requests at any time during the term of this Agreement that a particular CITY employee cease performing services hereunder, CITY and RVPA shall meet and confer in good faith regarding the basis for RVPA's concern. If CITY considers RVPA's request reasonable and CITY has other staff available to perform the services, CITY may, in its sole and absolute discretion, assign another CITY employee to provide the services. If CITY does not assign another CITY employee to provide services, either party may terminate this Agreement pursuant to Section 21.

SECTION 14. Hold Harmless & Indemnification

CITY and RVPA 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 Agreement. 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 CITY and RVPA under the doctrine of comparative fault as established under California law.

SECTION 15. Insurance

CITY represents that it has insurance coverage through Bay Cities Joint Powers Insurance Authority (BCJPIA) Pooled Liability Program. Such BCJPIA coverage covers the official acts of CITY employees. CITY shall maintain the same or similar coverage obtained through BCJPIA throughout the entire term of this Agreement.

SECTION 16. Conflict Of Interest

Both CITY and RVPA warrant and covenant that they presently have no interest in, nor shall any interest be hereinafter acquired, in any matter which will render the financial services required under the provisions of this Agreement a violation of any applicable state, local or federal law. CITY and RVPA each further warrant that no officer or employee of theirs has influenced or participated in a decision to award this Agreement 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

CITY shall not assign all or any portion of this Agreement without the express written consent of RVPA, which shall not be unreasonably withheld or denied.

SECTION 18. Dispute Resolution Process

Should any disagreement or dispute between CITY and RVPA arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, 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 CITY and RVPA 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 CITY and RVPA 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. CITY and RVPA 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. 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 CITY and RVPA to have any and all disputes under this Agreement 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 CITY or RVPA 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. 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. 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 herein and/or to pursue all other remedies available under the dispute resolution process set forth above.

SECTION 20. Equal Opportunity & Non-Discrimination

CITY and RVPA and all employees of CITY and RVPA while performing under or in relation to this Agreement shall comply with the equal opportunity and non-discrimination provisions of all applicable federal, state and local laws, statutes and ordinances. CITY and RVPA and all employees of CITY and RVPA 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 Agreement may be terminated by sixty (60) days written notice being given by either party to the other party.

SECTION 22. Amendments

This Agreement shall not be further amended or modified at any time and in any respect whatsoever except in writing and signed by both parties hereto. CITY and RVPA each agrees that it will make no claim at any time that this Agreement has been orally amended or modified, and each agrees that no oral waiver, amendment or modification shall be effective for any purpose. Notwithstanding Section 21, upon notification to CITY of RVPA changes in Agreement terms, CITY may terminate this Agreement with seven (7) day notice to RVPA.

SECTION 23. Breach & Enforcement

This Agreement 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 Agreement, including but not limited to a petition/motion to compel mediation and/or arbitration.

SECTION 24. Severability

Should any provision of this Agreement 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 Agreement.

SECTION 25. Governing Law

This Agreement 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 Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either CITY or RVPA.

SECTION 26. **Parties' Representations**

CITY and RVPA each represent and acknowledge that, in executing this Agreement, 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 Agreement or otherwise.

SECTION 27. Binding Upon Successors

This Agreement 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 Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope of any provision of this Agreement.

SECTION 29. Consent

Whenever any consent or approval is required by this Agreement, 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 Agreement on its behalf. CITY's manager 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 Agreement 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 CITY:

City Manager, City of Larkspur
400 Magnolia Avenue
Larkspur, CA 94939

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. Execution In Counterparts

This Agreement may be executed on behalf of the parties in counterparts which collectively shall constitute one document and contract.

SECTION 33. Effective Date

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

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

CITY OF LARKSPUR

Attest:

CITY Clerk

By: _____
City Manager

**ROSS VALLEY PARAMEDIC
AUTHORITY**

Attest:

RVPA Clerk

By: _____
Chair, Board of Directors

Exhibit A

Scope of Financial Services

CITY shall assign its employees/staff to exclusively maintain and administer RVPA's finances and financial records, which requires performance of the following functions:

In order to perform such financial services, CITY employees/staff shall:

- Work out of CITY offices using its computers, telephones, mail services and other administrative functions
- Be reasonably available to perform the subject services during the normal work week and regular office hours
- Meet regularly and communicate via telephone and email as often as necessary with RVPA Executive Officer in order to perform the necessary scope of work
- Devote such time to the performance of services as will be reasonably necessary to meet the standard of performance required under this Agreement
- Maintain proper adequate and sufficient records, electronic or otherwise, to meet said performance standards
- Maintain the security and confidentiality of such records
- Maintain current balances at all times on funds held on RVPA's behalf
- Make current and timely disbursements on RVPA's behalf in accounts payable and accounts receivable to avoid any arrears, defaults, delinquencies, late charges or other such financial ramifications
- Alert RVPA Executive Officer to any cash flow problems a sufficient time in advance to remedy same

Any changes in this Scope of Services shall not be made or paid for unless negotiated and approved in advance in writing by both RVPA and CITY by means of a properly-executed written addendum to this Agreement.

Exhibit B

Compensation for Financial Services

The below annual financial services fee is for all such services rendered by CITY to RVPA pursuant to the foregoing Scope of Services (Exhibit A) for the period July 1, 2023 through June 30, 2024. This annual fee is subject to re-negotiation and may be updated/modified in each future year by means of an addendum to this Agreement without the necessity of amending this entire Agreement every year.

<u>Annual Fee:</u>	<u>For Period:</u>
\$48,745.78	July 1, 2023 – June 30, 2024

RVPA shall pay the above annual fee to CITY as follows: _____

The foregoing annual fee is all-inclusive and covers any administrative or incidental costs incurred by CITY. Thus, CITY will not levy an additional charge for data requests, report preparation, telephone calls, postage, paper, meetings and the like.

It is possible that RVPA may request CITY to provide extraordinary or unusual financial services on its behalf that are not included under this Agreement and its scope of work. Such extraordinary services are subject to future negotiation and agreement by CITY and RVPA and would not constitute a part of this Agreement.

All payments owed by RVPA to CITY as compensation under this Agreement shall be paid within thirty (30) days of being due. All payments not made within thirty (30) days shall bear interest at the rate of one and one-half (1 ½) percent per month or the then-legal rate allowed.

5459883.2

Subcontract For Life Support And Administrative
Services Provided By Marin County Fire
Department To Ross Valley Paramedic Authority

September 1, 2023

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Subcontract

This Subcontract is entered into and is effective July 1, 2023 (the “Effective Date”) between the ROSS VALLEY PARAMEDIC JOINT POWERS AUTHORITY (hereinafter “RVPA”) and the COUNTY OF MARIN, by and through its MARIN COUNTY FIRE DEPARTMENT (hereinafter “MCFD”) for basic and advanced life support services and certain administrative services provided by MCFD 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, and RVPA for the past nineteen years has fully performed by satisfactorily providing the specified life support services. 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 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 County. MCFD 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 MCFD for the provision of life support/paramedic services within a designated service area, as well as for certain administrative services.

E. It is the intention of the parties hereto that MCFD will continue to subcontract with RVPA for the provision of the same life support/paramedic and administrative 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, as well as administrative services, by MCFD 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 MCFD, 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 MCFD for the provision of life support services, which earlier subcontracts are hereby revoked, terminated and are of no force or effect.

SECTION 3. MCFD As Independent Contractor

MCFD 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 RVPA, nor is this Subcontract to be construed as a partnership, joint venture or association by MCFD with RVPA.

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, MCFD 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). MCFD also agrees to

provide to RVPA the administrative services set forth in Appendix “D” attached hereto and incorporated herein by this reference. MCFD further agrees to provide for the Continuous Quality Improvement (CQI) services as set forth in Appendix “E” attached hereto and incorporated herein by this reference.

SECTION 7. Compensation For Services Rendered

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

SECTION 8. Performance Review

RVPA reserves the right at any time to review MCFD’s performance under this Subcontract, and agrees to provide to MCFD the results of its review. MCFD 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 MCFD in a manner that presents a possible or potential danger to the public health and safety, RVPA’s Executive Officer shall notify County’s EMS Agency of the alleged violation by telephone and in writing. If MCFD 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 MCFD 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 MCFD personnel when operating under this Subcontract. Copies shall be maintained by MCFD, including revisions as they take place. MCFD shall ensure that drivers and attendants are familiar with the contents of this Manual. MCFD shall not enact policies or procedures that conflict with County’s policies or procedures. Both RVPA and MCFD 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

MCFD 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’s EMS Agency.

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 MCFD's Fire Chief at least thirty (30) days prior to the effective date of said statutes (unless such statutes are urgency measures). MCFD 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 and other 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 agrees to defend, indemnify and hold harmless MCFD, and its officers, agents and employees, against any and all liabilities, injuries or damages caused by the negligent acts, errors or omissions by MCFD and its employees, agents or representatives in connection with MCFD's performance and duties under the terms and provisions of this Subcontract for any and all liabilities under one million dollars per incident. Should the liabilities exceed one million dollars per incident, the excess amounts will be equally split between RVPA and MCFD for all costs and liabilities for injuries or damages caused by the negligent acts, error or omission of the MCFD and its employees, agents or representatives in connection with MCFD's 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.

For gross negligence or intentional acts by MCFD and its employees, agents or representatives in connection with MCFD's performance and duties under the terms and provisions of this Subcontract, MCFD agrees to defend, indemnify and hold harmless RVPA, and its officers, agents and employees, against any and all liabilities, injuries or damages caused by the gross negligence or intentional acts. The duty to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778.

SECTION 15. Insurance

MCFD shall carry at its own expense during the full term of this Subcontract the insurance coverages specified in Appendix "G" attached hereto and by this reference incorporated herein. MCFD shall provide a current endorsement of such coverages (on the general liability endorsement form attached hereto as Appendix "H") 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 MCFD 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 MCFD 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

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

SECTION 18. Dispute Resolution Process

Should any disagreement or dispute between RVPA and MCFD 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 MCFD 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 MCFD 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 MCFD 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 MCFD 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 MCFD 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

MCFD 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. MCFD 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 MCFD 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 MCFD.

SECTION 26. **Parties' Representations**

RVPA and MCFD 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. MCFD'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 MCFD:

Fire Chief, Marin County Fire Department
P.O. Box 518
Woodacre, CA 94973

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	Administrative Services
Appendix E	Continuous Quality Improvement (CQI) Services
Appendix F	Compensation
Appendix G	Standard Insurance Requirements
Appendix H	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:

COUNTY OF MARIN

Attest:

Board Clerk

By: _____
President, Board of Supervisors

**ROSS VALLEY PARAMEDIC
AUTHORITY**

Attest:

RVPA Clerk

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 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 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 the minimum staffing for one ALS Ambulance to service the RVPA exclusive operating area. Ambulance staffing to consist of a minimum of one Engineer Paramedic and one firefighter Paramedic meeting County of Marin EMS standards. At the discretion of the contractor on rare occasion, contractor may staff ambulance with one paramedic and one EMT.
- C. Must assure the availability of ALS care and transport to all patients regardless of their ability to pay.
- D. The desired maximum response time for ALS ambulance 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 ambulance 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 unit 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 units and BLS ambulances 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 mobile data services and hardware for patient care reports shall be provided at Contractor's expense.
5. All mobile and portable radio equipment used must be approved by the County DPW Communications Shop if they are contracted for repair and maintenance.
6. 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 ambulances, 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, “Ambulance Supply/Equipment Requirements”, policy # 5002., 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
ADMINISTRATIVE SERVICES

MCFD agrees to provide administrative oversight of all aspects of this Subcontract, and agrees to provide an Administrator who is responsible for ensuring that all requirements of this agreement are met, including but not limited to taking the following actions:

1. Develop and maintain the contractual agreement between MCFD and RVPA;
2. Prepare the annual budget and proposal for services;
3. Represent MCFD at all Board and administrative meetings;
4. Arrange Advanced Life Support instruction for paramedics and EMTs, including ACLS certification and renewal;
5. Arrange in-service training for all new policies and procedures set forth by the Marin County EMSA at both the ALS and BLS levels;
6. Represent the Committee at the Field Advisory Committee (FAC) and other related task forces and committees and compile summaries of said meetings and disseminate to Ross Valley Fire agencies;
7. Establish and maintain a medical equipment research and standardization committee;
8. Manage the purchase of all medical equipment and supplies used by MCFD;
9. Oversee the service contracts for medical equipment used by MCFD; and
10. Develop targeted injury prevention programs as needed for constituents in the Ross Valley as directed by RVPA's Board.

APPENDIX E
CONTINUOUS QUALITY IMPROVEMENT (CQI) SERVICES

MCFD agrees to contract with outside persons for the positions of Medical Director, CQI (Continuous Quality Improvement) Coordinator and EMS Nurse Educator. The purpose of the CQI Program is to ensure continuous quality improvement for MCFD, S MEMPS and RVPA. The purpose of the Medical Director position is to provide medical control while assuring medical accountability throughout planning, implementation and evaluation of the EMS (Emergency Medical Service) delivery system for MCFD, S MEMPS and RVPA. MCFD shall have full responsibility for preparation and oversight of the contracts with the CQI Coordinator, Medical Director and EMS Nurse Educator.

APPENDIX F
COMPENSATION

RVPA, in consideration of the services provided by MCFD hereunder, agrees to compensate MCFD for the 2023/2024 fiscal year as follows:

Base contract Paramedic ambulance services and supplies fiscal year 2023-24	\$1,776,290.70
Shared Services with S MEMPS, County Fire, and RVPA: CQI/EMS Education/Med Director/EMS Specialist fiscal year 2023-24	\$122,414
Total	<u>\$1,898,704.70</u>

RVPA shall remit to MCFD the foregoing amounts in two separate payments, the first on January 1st and the second on June 1st of each fiscal year.

RVPA, and not MCFD, shall provide RVPA Board allowances and associated administrative costs, as well as extraordinary public education costs deemed appropriate by RVPA’s Board. RVPA also shall provide for parcel and tax roll research, housing of vehicles owned by it and third-party contractor service costs for Continuous Quality Improvement (CQI), Emergency Medical Services Educator, Medical Director Services and EMS Nurse Educator.

RVPA will make available to MCFD equipment necessary for the operation of an advanced life support service, including but not limited to cardiac monitors, mobile and portable radios; provided, however, that title to said property will remain with RVPA. RVPA shall be responsible for all routine maintenance (e.g., oil changes, replacement of tires), minor repairs and major repairs and maintenance of the equipment. MCFD will provide RVPA with a backup vehicle and equipment as needed and said unit will continue to be dispatched through Marin County Communications, all in accordance with established County policies. MCFD agrees to return all equipment to RVPA at the termination of this Subcontract and shall not be liable for any repairs unless the need for such repairs was caused by MCFD’s negligence. In the event that RVPA’s Board or its voters request an upgrade of the level of services, MCFD agrees to increase such level provided it is reimbursed for the costs, all subject to mutual agreement by the parties hereto.

It is intended by the parties hereto that this Appendix F 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 G
STANDARD INSURANCE REQUIREMENTS

Unless RVPA and MCFD agree otherwise, prior to rendering services provided by the terms and conditions of this Subcontract, MCFD 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 MCFD hereunder.

1. Except for professional liability coverage said policies shall be in effect until final acceptance of MCFD'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 MCFD fails to maintain the insurance provided herein, RVPA may secure such insurance and deduct the cost thereof from any funds owing to MCFD.
2. Minimum Scope of Insurance. MCFD 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 MCFD 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 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. 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 MCFD; products and completed operations of MCFD; premises owned, leased or used by MCFD; or automobiles owned, leased, hired or borrowed by MCFD. The coverage shall contain no special limitations on the scope of protection afforded to RVPA, its officials, employees or volunteers.
 - (i) MCFD'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 the MCFD'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 MCFD'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. MCFD 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 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, MCFD 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 MCFD is to hire a subcontractor under this Subcontract, MCFD 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 MCFD shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
8. Verification of Coverage. MCFD 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. MCFD 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 MCFD shall fail 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 MCFD to RVPA upon demand. The policies of insurance provided herein which are to be provided by MCFD 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, MCFD will deliver to RVPA a renewal or new policy to take the place of the policy expiring.

RVPA shall have the right to request such further coverages and/or endorsements on the insurance as it deems necessary, at MCFD'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 H
GENERAL LIABILITY ENDORSEMENT FORM
(Current Form To Be Obtained/Approved By Parties)

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

July 1, 2023

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 30th 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
Total Cost			\$254,671.37
		Training	\$35,591.39
		Supplies (Flat Rate)	\$18,000.00
		Total Due to RVFD	\$308,262.76
<i>*UAL – Unfunded Accrued Liability</i>			

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

- 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 30th and approved by the RVPA Board no later than June 30th 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)

**ROSS VALLEY PARAMEDIC AUTHORITY
STAFF REPORT**

For the meeting of September 7, 2023

To: Board of Directors
From: Jason Weber, Fire Chief/Executive Officer
Subject: Serenity of Larkspur and Loss of Revenue

BACKGROUND:

California Community Housing Agency (CalCHA) who acquisitioned the 342-unit property at 700 Lincoln Village Circle, Larkspur, CA 94939, known as Serenity at Larkspur apartments entered into a JPA with City of Larkspur. This JPA with the city allowed for a change in the tax structure, ultimately removing approximately \$40K in revenue for the RVPA. RVPA reviewed the change and retained counsel to evaluate the change ensuring the tax adjustment and subsequent revenue loss was accurate.

DISCUSSION:

Legal counsel from Ragghianti/Freitas LLP has concluded that since the complex was acquired by a California Joint Powers of Authority, CalCHA, the Serenity is now exempt from payment of the RVPA Special Tax under Government Code Section 6507, any Joint Powers Authority formed pursuant to the article's provisions is a public entity.

CalCHA is a Joint Powers of Authority formed under these authorities with specified implied and express powers. Thus, under the California Revenue and Taxation Code Subsection 4989(a)(6) provides that all or any portion of any tax, penalty or costs shall be cancelled by a County auditor if it is levied or charged on property acquired by the United States, the state, or by any county, city, school district, or other public entity.

Therefore, Serenity is deemed a public entity and has immunity from property taxation. RVPA will sustain a loss of revenue from this transaction and will not be collecting the Special Tax for the provision of emergency medical services and paramedic response.

Respectfully submitted,
Jason Weber, Executive Director



Ross Valley Paramedic Authority

MEMBER AGENCIES

Town of Corte Madera
Town of Fairfax
Kentfield Fire Dist.
City of Larkspur
County of Marin
Town of Ross
Town of San Anselmo
Sleepy Hollow Fire Dist.

Item 9: CQI Reports



Board Report

April 1, 2023 to June 30, 2023

Calls by Disposition

Disposition	Number of Runs	Percent of Total Runs
Agency Name (dAgency.03): Ross Valley Paramedic Authority (RVPA)		
Transported by this EMS Unit	371	54.80%
Canceled (Prior to Arrival At Scene)	81	11.96%
Patient Treated, Refused Transport (AMA)	65	9.60%
No Patient Found (Canceled on scene)	60	8.86%
Lift Assist	45	6.65%
Patient Treated, Released (RAS)	19	2.81%
No Treatment/Transport Required (RAS)	16	2.36%
Patient Refused Evaluation/Care (AMA)	7	1.03%
Patient Dead at Scene-No Resuscitation Attempted	5	0.74%
Transported to Landing Zone	5	0.74%
Transferred Care to Another EMS Unit	2	0.30%
Patient Dead at Scene-Resuscitation Attempted	1	0.15%
	Total: 677	Total: 100.00%
	Total: 677	Total: 100.00%

Calls by Destination

Destination	Number of Transports	Percent of Transports
Marin Health Medical Center	286	77.30%
Kaiser Permanente, San Rafael	80	21.62%
UCSF Medical Center at Parnassus	2	0.54%
California Pacific Medical Center, California West	1	0.27%
San Francisco General Hospital	1	0.27%
	Total: 370	Total: 100.00%

Calls by City

City	Number of Runs	Percent of Total Runs
SAN ANSELMO	207	30.07%
FAIRFAX	149	20.89%
KENTFIELD	121	17.93%
LARKSPUR	106	15.70%
ROSS	27	4.00%
CORTE MADERA	25	3.70%
GREENBRAE	12	1.78%
SAN QUENTIN	9	1.33%
City of San Rafael	7	0.89%
Unlabeled	5	0.74%
MTT	3	0.44%
DOGTOWN	1	0.15%
SAN GERONIMO	1	0.15%
Saranap Census Designated Place	1	0.15%
WOODACRE	1	0.15%
	Total: 675	Total: 100.00%

January to June 2023

RVPA

STEMI	9 alerts	2 CA w/ROSC survivors after CCL
Stroke	46 activations	
Cardiac Arrest	7 transports	2 Survivors



**CENTRAL MARIN
FIRE DEPARTMENT**

CMFD Board Report
April 1, 2023 to June 30,
2023

Calls by Disposition

Disposition	Number of Runs	Percent of Total Runs
Agency Name (dAgency.03): CMFD		
Transported by this EMS Unit	360	60.81%
Patient Treated, Refused Transport (AMA)	59	9.97%
No Patient Found (Canceled on scene)	57	9.63%
Canceled (Prior to Arrival At Scene)	42	7.09%
Lift Assist	19	3.21%
Transferred Care to Another EMS Unit	19	3.21%
No Treatment/Transport Required (RAS)	15	2.53%
Patient Treated, Released (RAS)	13	2.20%
Patient Refused Evaluation/Care (AMA)	7	1.18%
Patient Dead at Scene-No Resuscitation Attempted	1	0.17%
	Total: 592	Total: 100.00%
	Total: 592	Total: 100.00%

Calls by Destination

Destination	Number of Transports	Percent of Transports
Marin Health Medical Center	274	76.32%
Kaiser Permanente, San Rafael	79	22.01%
Novato Community Hospital	4	1.11%
CPMC-Van Ness	1	0.28%
UCSF Medical Center at Parnassus	1	0.28%
	Total: 359	Total: 100.00%

Calls by City

City	Number of Runs	Percent of Total Runs
LARKSPUR	218	37.46%
CORTE MADERA	206	35.05%
SAN QUENTIN	81	13.92%
KENTFIELD	21	3.61%
SAN RAFAEL	14	2.40%
SAN ANSELMO	13	2.23%
GREENBRAE	11	1.89%
MILL VALLEY	7	1.20%
ROSS	3	0.52%
MARIN CITY	2	0.34%
TIBURON	2	0.34%
BELVEDERE	1	0.17%
FAIRFAX	1	0.17%
GGN	1	0.17%
MTT	1	0.17%
	Total: 582	Total: 100.00%

CMFD Alert Calls

Jan to June 2023

STEMI	6 activations	4 went to CCL, 1 got AICD placed
Cardiac Arrest	4	2 survivors
Stroke	33 alerts	



Ross Valley Paramedic Authority

MEMBER AGENCIES

Town of Corte Madera
Town of Fairfax
Kentfield Fire Dist.
City of Larkspur
County of Marin
Town of Ross
Town of San Anselmo
Sleepy Hollow Fire Dist.

Item 10: Expense Sheets



City of Larkspur, CA

Detail Report Account Detail

Date Range: 05/01/2023 - 05/31/2023

Account	Name					Beginning Balance	Total Activity	Ending Balance
Fund: 705 - ROSS VALLEY PARAMEDIC								
705-0046-001-012031		DEFIBRILLATORS				4,837.80	4,837.79	9,675.59
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
05/25/2023	APPKT08055	4118437M	82860	RVPA - Modems for LifePaks	2591 - Stryker		4,837.79	9,675.59
705-0046-001-012038		TRANSPORT BILLING FEES				31,425.44	10,568.30	41,993.74
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
05/25/2023	APPKT08040	23030247	70	RVPA - Ambulance Billing MAR 2023	1162 - WITTMAN ENTERPRISES, LLC		5,500.68	36,926.12
05/25/2023	APPKT08040	23040247	70	RVPA - Ambulance Billing APR 2023	1162 - WITTMAN ENTERPRISES, LLC		5,067.62	41,993.74
705-0046-002-028004		EMS TRAINING/SUPPLY REIMB				15,500.67	43,858.25	59,358.92
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
05/12/2023	APPKT08019	5022023	82792	RVPA - EMS Training & Supply APR-JUN ...	5477 - Central Marin Fire Authority /CMFA/...		43,858.25	59,358.92
705-0046-002-028010		DISPOSABLE MEDICAL SUPPLIES				41,569.75	1,397.95	42,967.70
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
05/19/2023	APPKT08038	84949773	82828	RVPA - Disposable Medical Supplies	4495 - Bound Tree RVPA		349.25	41,919.00
05/25/2023	APPKT08054	9996969394	82863	RVPA - Oxygen Rental	1644 - AIRGAS USA, LLC		449.35	42,368.35
05/25/2023	APPKT08054	9996969395	82863	RVPA - Oxygen Rental	1644 - AIRGAS USA, LLC		449.35	42,817.70
05/25/2023	APPKT08055	1367185	82861	RVPA - Med Waste 04/17/2023	6628 - Trilogy Medwaste West, LLC		150.00	42,967.70
705-0046-004-040000		POSTAGE				2,563.75	53.05	2,616.80
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
05/25/2023	APPKT08055	8-136-54831	82851	RVPA - Shipping	1700 - FEDEX		53.05	2,616.80
705-0046-004-090002		MISC				59.00	9.40	68.40
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
05/25/2023	APPKT08055	I692388048332	82852	RVPA - I692388048332 LIC 1537397 04...	6083 - Golden Gate Bridge / Fastrak		9.40	68.40
705-0046-007-075001		PP-GMET IGT				0.00	40,571.56	40,571.56
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
05/25/2023	APPKT08054	1/3 of CY 2023	82873	RVPA - 1932109972 1/3 of CY 2023 Fee	5843 - Department of Health Care Services /..		2,640.61	2,640.61
05/25/2023	APPKT08054	1/3 of CY 2023	82873	RVPA - 1932109972 1/3 of CY 2023 Ma...	5843 - Department of Health Care Services /..		37,930.95	40,571.56
Total Fund: 705 - ROSS VALLEY PARAMEDIC:						Beginning Balance: 95,956.41	Total Activity: 101,296.30	Ending Balance: 197,252.71
Grand Totals:						Beginning Balance: 95,956.41	Total Activity: 101,296.30	Ending Balance: 197,252.71

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
705 - ROSS VALLEY PARAMEDIC	95,956.41	101,296.30	197,252.71
Grand Total:	95,956.41	101,296.30	197,252.71



Detail Report Account Detail

Date Range: 06/01/2023 - 06/29/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance				
Fund: 705 - ROSS VALLEY PARAMEDIC								
<u>705-0046-000-003000</u>	PART TIME	2,480.00	800.00	3,280.00				
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/16/2023	APPKT08106	RVPA 2023 06 01	82943	RVPA - Board Stipend 06/01/2023	3092 - Meagor, Roger		100.00	2,580.00
06/16/2023	APPKT08106	RVPA 2023 06 01	82934	RVPA - Board Stipend 06/01/2023	6664 - Blash, Lisel Lissa		100.00	2,680.00
06/16/2023	APPKT08106	RVPA 2023 06 01	82940	RVPA - Board Stipend 06/01/2023	1072 - Finn, Thomas J.		100.00	2,780.00
06/16/2023	APPKT08106	RVPA 2023 06 01	82937	RVPA - Board Stipend 06/01/2023	1465 - Corbett, Bruce		100.00	2,880.00
06/16/2023	APPKT08106	RVPA 2023 06 01	82936	RVPA - Board Stipend 06/01/2023	6521 - Casissa, Fred		100.00	2,980.00
06/16/2023	APPKT08106	RVPA 2023 06 01	82935	RVPA - Board Stipend 06/01/2023	6479 - Breen, Peter		100.00	3,080.00
06/16/2023	APPKT08106	RVPA 2023 06 01	82938	RVPA - Board Mtg Mins 06/01/2023	1236 - DeFrancis, Toni		100.00	3,180.00
06/16/2023	APPKT08106	RVPA 2023 06 01	82948	RVPA - Board Stipend 06/01/2023	5016 - Salmen, Brian		100.00	3,280.00
<u>705-0046-001-018000</u>	COUNTY CONTRACT	901,249.45	921,249.44	1,822,498.89				
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/23/2023	APPKT08130	2023B	82992	RVPA - Staffing Q3 & Q4 2022/23	1371 - MARIN COUNTY FIRE DEPARTMENT		921,249.44	1,822,498.89
<u>705-0046-002-021000</u>	AUTOMOTIVE FUELS	0.00	11,959.19	11,959.19				
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/02/2023	APPKT08072	220930Q1	82897	RVPA - Q1 JUL - SEP 2022 Fuel 744.30 gal	1057 - Ross Valley Fire Department		4,666.53	4,666.53
06/02/2023	APPKT08072	220930Q1	82897	RVPA - Q1 JUL - SEP 2022 Blue Def	1057 - Ross Valley Fire Department		69.40	4,735.93
06/02/2023	APPKT08072	221231Q2	82897	RVPA - Q2 OCT - DEC 2022 Fuel 744.30 g...	1057 - Ross Valley Fire Department		3,277.75	8,013.68
06/02/2023	APPKT08072	221231Q2	82897	RVPA - Q2 OCT - DEC 2022 Blue Def	1057 - Ross Valley Fire Department		228.27	8,241.95
06/02/2023	APPKT08072	230331Q3	82897	RVPA - Q3 JAN - MAR 2023 Fuel 672.1 gal	1057 - Ross Valley Fire Department		3,662.09	11,904.04
06/09/2023	APPKT08092	788540	82922	RVPA - Blue Def	6688 - Woodland Auto Supply / Napa Auto ...		55.15	11,959.19
<u>705-0046-002-028000</u>	ENGINE MEDIC PROGRAM - RVFD	134,957.30	87,184.24	222,141.54				
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/02/2023	APPKT08072	220930Q1	82897	RVPA - Q1 JUL - SEP 2022 Paramedic Eng..	1057 - Ross Valley Fire Department		6,568.53	141,525.83
06/02/2023	APPKT08072	221231Q2	82897	RVPA - Q2 OCT - DEC 2022 Paramedic E...	1057 - Ross Valley Fire Department		6,568.53	148,094.36
06/02/2023	APPKT08072	230331Q3	82897	RVPA - Q3 JAN - MAR 2023 Paramedic E...	1057 - Ross Valley Fire Department		74,047.18	222,141.54
<u>705-0046-002-028004</u>	EMS TRAINING/SUPPLY REIMB	59,358.92	47,290.00	106,648.92				
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/02/2023	APPKT08072	FY2022-23	82897	RVPA - EMS Training Supply 22/23	1057 - Ross Valley Fire Department		47,290.00	106,648.92
<u>705-0046-002-028010</u>	DISPOSABLE MEDICAL SUPPLIES	42,967.70	2,031.20	44,998.90				
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/09/2023	APPKT08092	9138049468	82915	RVPA - Oxygen Rental	1644 - AIRGAS USA, LLC		954.49	43,922.19
06/23/2023	APPKT08128	9997685652	82980	RVPA - Oxygen Rental	1644 - AIRGAS USA, LLC		463.32	44,385.51

Detail Report

Date Range: 06/01/2023 - 06/29/2023

Account						Beginning Balance	Total Activity	Ending Balance
705-0046-002-028010 DISPOSABLE MEDICAL SUPPLIES - Continued						42,967.70	2,031.20	44,998.90
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/23/2023	APPKT08128	9997685653	82980	RVPA - Oxygen Rental	1644 - AIRGAS USA, LLC		463.32	44,848.83
06/23/2023	APPKT08130	1373311	83000	RVPA - Medwaste MAY 2023	6628 - Trilogy Medwaste West, LLC		150.07	44,998.90
705-0046-004-040000 POSTAGE						2,616.80	160.08	2,776.88
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/09/2023	APPKT08092	8-143-41089	82916	RVPA - Shipping	1700 - FEDEX		53.40	2,670.20
06/16/2023	APPKT08106	8-150-87339	82939	RVPA - Shipping 772293493455	1700 - FEDEX		53.40	2,723.60
06/23/2023	APPKT08128	8-157-76126	82988	RVPA - Shipping	1700 - FEDEX		53.28	2,776.88
705-0046-005-053000 AUTOMOTIVE EQUIPMENT REPAIRS						3,071.72	2,365.13	5,436.85
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/16/2023	APPKT08106	2017 GMC Yukon 202...	82946	RVPA - Agreement 2017 GMC Yukon	6690 - Ramos, Walter		2,365.13	5,436.85
705-0046-007-075002 PMTS TO OTHR AGENCIES						13,676.04	11,838.96	25,515.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
06/23/2023	APPKT08128	GEM0323FY89	82985	RVPA - 2022 Q2 348 x \$34.02	5843 - Department of Health Care Services /..		11,838.96	25,515.00
Total Fund: 705 - ROSS VALLEY PARAMEDIC:						Beginning Balance: 1,160,377.93	Total Activity: 1,084,878.24	Ending Balance: 2,245,256.17
Grand Totals:						Beginning Balance: 1,160,377.93	Total Activity: 1,084,878.24	Ending Balance: 2,245,256.17

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
705 - ROSS VALLEY PARAMEDIC	1,160,377.93	1,084,878.24	2,245,256.17
Grand Total:	1,160,377.93	1,084,878.24	2,245,256.17



City of Larkspur, CA

Detail Report Account Detail

Date Range: 07/01/2023 - 07/31/2023

Account	Name						Beginning Balance	Total Activity	Ending Balance
Fund: 705 - ROSS VALLEY PARAMEDIC									
705-0046-002-028004 EMS TRAINING/SUPPLY REIMB									
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance	
07/27/2023	APPKT08206	4133	83127	RVPA - Training & Supplies 2023/24	1071 - KENTFIELD FIRE PROTECTION DIST		11,587.00	11,587.00	
							0.00	11,587.00	11,587.00
705-0046-002-028010 DISPOSABLE MEDICAL SUPPLIES									
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance	
07/21/2023	APPKT08204	85014165	83094	RVPA - Disposable Medical Supplies	4495 - Bound Tree RVPA		1,229.62	1,229.62	
							0.00	1,229.62	1,229.62
705-0046-007-074000 RENT									
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance	
07/01/2023	APPKT08127	Rent Sta 18 2023/24	83037	RVPA - Rent Sta 18 2023/24	1057 - Ross Valley Fire Department		32,624.09	32,624.09	
							0.00	32,624.09	32,624.09
Total Fund: 705 - ROSS VALLEY PARAMEDIC:						Beginning Balance:	0.00	Total Activity:	45,440.71
								Ending Balance:	45,440.71
Grand Totals:						Beginning Balance:	0.00	Total Activity:	45,440.71
								Ending Balance:	45,440.71

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
705 - ROSS VALLEY PARAMEDIC	0.00	45,440.71	45,440.71
Grand Total:	0.00	45,440.71	45,440.71



Ross Valley Paramedic Authority

MEMBER AGENCIES

Town of Corte Madera
Town of Fairfax
Kentfield Fire Dist.
City of Larkspur
County of Marin
Town of Ross
Town of San Anselmo
Sleepy Hollow Fire Dist.

Item 11: Transport Billing



INVOICE 23050247

TO: Ross Valley RPA
FROM: Wittman Enterprises
DATE: June 29, 2023
FOR: Billing Services Performed in **May 2023**

Gross Collections	\$	108,414.53
Less Refunds	\$	-
Net Collections	\$	108,414.53
Fee Based on 3.99% of Net Collections	\$	4,325.74

CURRENT MONTH BALANCE: \$ 4,325.74

TOTAL AMOUNT: \$ 4,325.74

Please remit payment to:
Wittman Enterprises, LLC.
11093 Sun Center Drive
Rancho Cordova, Ca. 95670

Ross Valley Paramedic Authority Fiscal Year 2022-23

	CHARGES	MCARE WRITE DOWNS	MCAL WRITE DOWNS	RESIDENT WRITE DOWNS	OTHER CONTRACTUAL WRITE DOWNS	NET CHARGES	PAYMENTS	REFUNDS	NET PAYMENTS	BAD DEBT WRITE OFFS	WRITE OFFS	ADJUSTMENTS	NEW A/R BALANCE
JULY '22	\$ 388,749.64	\$ 196,737.69	\$ 47,377.10	\$ 19,260.60	\$ -	\$ 125,374.25	\$ 101,325.35	\$ -	\$ 101,325.35	\$ 9,497.36	\$ 2,793.84	\$ -	\$ 656,173.75
AUGUST '22	\$ 370,737.72	\$ 162,668.71	\$ 40,691.72	\$ 23,929.84	\$ 6,303.51	\$ 137,143.94	\$ 113,737.52	\$ -	\$ 113,737.52	\$ 5,515.64	\$ -	\$ 12.90	\$ 574,077.43
SEPTEMBER '22	\$ 432,800.48	\$ 235,270.46	\$ 17,452.49	\$ 18,113.79	\$ 6,082.37	\$ 155,881.37	\$ 94,529.46	\$ 2,781.91	\$ 91,747.55	\$ -	\$ 5,385.30	\$ 1.68	\$ 732,827.63
OCTOBER '22	\$ 389,571.75	\$ 182,150.84	\$ 29,446.59	\$ 27,124.28	\$ 1.39	\$ 150,848.65	\$ 92,730.26	\$ -	\$ 92,730.26	\$ 18,641.04	\$ 2,529.72	\$ 3.68	\$ 769,778.94
NOVEMBER '22	\$ 386,154.10	\$ 213,571.51	\$ 24,197.03	\$ 15,311.90	\$ 15,859.84	\$ 117,213.82	\$ 133,839.19	\$ -	\$ 133,839.19	\$ 2,810.67	\$ -	\$ -	\$ 750,342.90
DECEMBER '22	\$ 389,805.08	\$ 173,329.11	\$ 29,179.42	\$ 18,713.00	\$ 6,937.55	\$ 161,646.00	\$ 101,622.02	\$ 7,319.04	\$ 94,302.98	\$ -	\$ -	\$ -	\$ 817,685.92
JANUARY '23	\$ 430,139.20	\$ 223,150.03	\$ 32,523.55	\$ 22,033.55	\$ -	\$ 152,432.07	\$ 79,081.60	\$ 1,390.11	\$ 77,691.49	\$ 19,638.18	\$ -	\$ -	\$ 872,788.32
FEBRUARY '23	\$ 353,637.20	\$ 176,954.05	\$ 17,122.84	\$ 15,764.55	\$ 9,925.18	\$ 133,870.58	\$ 82,743.84	\$ 513.28	\$ 82,230.56	\$ -	\$ -	\$ -	\$ 924,428.34
MARCH '23	\$ 364,625.42	\$ 223,083.27	\$ 29,542.56	\$ 68,633.58	\$ 13,517.92	\$ 29,848.09	\$ 143,123.04	\$ 5,261.43	\$ 137,861.61	\$ 3,882.71	\$ 3,039.00	\$ -	\$ 809,493.11
APRIL '23	\$ 348,062.60	\$ 191,816.70	\$ 30,323.77	\$ 27,678.37	\$ 11,531.92	\$ 86,711.84	\$ 133,816.40	\$ 6,808.34	\$ 127,008.06	\$ 49,835.92	\$ 11,009.92	\$ 5.49	\$ 708,356.54
MAY '23	\$ 352,713.60	\$ 179,259.95	\$ 35,454.38	\$ 25,593.77	\$ 7,131.43	\$ 105,274.07	\$ 108,414.53	\$ -	\$ 108,414.53	\$ 13,334.31	\$ 2,520.00	\$ -	\$ 689,361.77
JUNE '23						\$ -			\$ -				
YEAR TO DATE TOTALS	\$ 4,206,996.79	\$ 2,157,992.32	\$ 333,311.45	\$ 282,157.23	\$ 77,291.11	\$ 1,356,244.68	\$ 1,184,963.21	\$ 24,074.11	\$ 1,160,889.10	\$ 123,155.83	\$ 27,277.78	\$ 23.75	
YTD PERCENTAGE OF REVENUE		51.30%	7.92%	6.71%	1.84%	32.24%	28.17%	0.57%	27.59%	2.93%	0.65%	0.00%	
YTD PERCENTAGE OF NET REVENUE									85.60%				

Management Summary Report
Monthly and Fiscal Year to Date
Ross Valley RPA
May 2023

Financial Class	Number of Accounts	Percent of Total	Year to Date Total Accts.	Percent of Total YTD	Charges	Percent of Total	Year to Date Total Charges	Percent of Total YTD	Payments	Percent of Total	Year to Date Payments	Percent of Total YTD
<i>Medicare</i>	39	32.50%	423	31.73%	\$140,956.20	39.96%	\$1,504,056.60	35.75%	\$25,424.24	23.45%	\$248,639.56	20.98%
<i>Medicare HMO</i>	12	10.00%	87	6.53%	\$34,665.00	9.83%	\$256,033.67	6.09%	\$5,890.66	5.43%	\$49,821.60	4.20%
<i>Medi-Cal</i>	0	0.00%	8	0.60%	\$0.00	0.00%	\$22,372.28	0.53%	\$0.00	0.00%	\$4,388.18	0.37%
<i>Medi-Cal HMO</i>	12	10.00%	89	6.68%	\$35,584.00	10.09%	\$274,941.08	6.54%	\$2,464.88	2.27%	\$55,431.54	4.68%
<i>Insurance</i>	7	5.83%	95	7.13%	\$19,161.00	5.43%	\$299,383.34	7.12%	\$37,746.94	34.82%	\$377,785.93	31.88%
<i>Private Pay</i>	11	9.17%	148	11.10%	\$31,427.00	8.91%	\$472,627.15	11.23%	\$1,035.58	0.96%	\$53,028.07	4.48%
<i>Kaiser</i>	10	8.33%	63	4.73%	\$30,376.00	8.61%	\$233,300.70	5.55%	\$21,886.63	20.19%	\$234,991.08	19.83%
<i>Kaiser Mcal</i>	1	0.83%	5	0.38%	\$3,147.00	0.89%	\$21,085.76	0.50%	\$1,071.52	0.99%	\$10,842.84	0.92%
<i>Kaiser Mcare</i>	15	12.50%	223	16.73%	\$45,767.00	12.98%	\$726,817.96	17.28%	\$10,900.51	10.05%	\$133,860.65	11.30%
<i>Other</i>	13	10.83%	192	14.40%	\$9,078.00	2.57%	\$395,665.95	9.40%	\$1,993.57	1.84%	\$16,173.76	1.36%
<i>Prior Sales</i>					\$2,552.40	0.72%	\$712.30	0.02%				
Sub Total	120	100.00%	1333	100.00%	\$352,713.60	100.00%	\$4,206,996.79	100.00%	\$108,414.53	100.00%	\$1,184,963.21	100.00%
<i>Dry Runs</i>	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Total	120	100.00%	1333	100.00%	\$352,713.60	100.00%	\$4,206,996.79	100.00%	\$108,414.53	100.00%	\$1,184,963.21	100.00%

INVOICE 23060247

TO: Ross Valley RPA
FROM: Wittman Enterprises
DATE: July 16, 2023
FOR: Billing Services Performed in **June 2023**

Gross Collections	\$	163,942.78
Less Refunds	\$	-
Net Collections	\$	163,942.78
Fee Based on 3.99% of Net Collections	\$	6,541.32

CURRENT MONTH BALANCE: \$ 6,541.32

Prior month (May) balance: \$ 4,325.74

TOTAL AMOUNT: \$ 10,867.06

**Please remit payment to:
Wittman Enterprises, LLC.
11093 Sun Center Drive
Rancho Cordova, Ca. 95670**

Ross Valley Paramedic Authority Fiscal Year 2022-23

	CHARGES	MCARE WRITE DOWNS	MCAL WRITE DOWNS	RESIDENT WRITE DOWNS	OTHER CONTRACTUAL WRITE DOWNS	NET CHARGES	PAYMENTS	REFUNDS	NET PAYMENTS	BAD DEBT WRITE OFFS	WRITE OFFS	ADJUSTMENTS	NEW A/R BALANCE
JULY '22	\$ 388,749.64	\$ 196,737.69	\$ 47,377.10	\$ 19,260.60	\$ -	\$ 125,374.25	\$ 101,325.35	\$ -	\$ 101,325.35	\$ 9,497.36	\$ 2,793.84	\$ -	\$ 656,173.75
AUGUST '22	\$ 370,737.72	\$ 162,668.71	\$ 40,691.72	\$ 23,929.84	\$ 6,303.51	\$ 137,143.94	\$ 113,737.52	\$ -	\$ 113,737.52	\$ 5,515.64	\$ -	\$ 12.90	\$ 574,077.43
SEPTEMBER '22	\$ 432,800.48	\$ 235,270.46	\$ 17,452.49	\$ 18,113.79	\$ 6,082.37	\$ 155,881.37	\$ 94,529.46	\$ 2,781.91	\$ 91,747.55	\$ -	\$ 5,385.30	\$ 1.68	\$ 732,827.63
OCTOBER '22	\$ 389,571.75	\$ 182,150.84	\$ 29,446.59	\$ 27,124.28	\$ 1.39	\$ 150,848.65	\$ 92,730.26	\$ -	\$ 92,730.26	\$ 18,641.04	\$ 2,529.72	\$ 3.68	\$ 769,778.94
NOVEMBER '22	\$ 386,154.10	\$ 213,571.51	\$ 24,197.03	\$ 15,311.90	\$ 15,859.84	\$ 117,213.82	\$ 133,839.19	\$ -	\$ 133,839.19	\$ 2,810.67	\$ -	\$ -	\$ 750,342.90
DECEMBER '22	\$ 389,805.08	\$ 173,329.11	\$ 29,179.42	\$ 18,713.00	\$ 6,937.55	\$ 161,646.00	\$ 101,622.02	\$ 7,319.04	\$ 94,302.98	\$ -	\$ -	\$ -	\$ 817,685.92
JANUARY '23	\$ 430,139.20	\$ 223,150.03	\$ 32,523.55	\$ 22,033.55	\$ -	\$ 152,432.07	\$ 79,081.60	\$ 1,390.11	\$ 77,691.49	\$ 19,638.18	\$ -	\$ -	\$ 872,788.32
FEBRUARY '23	\$ 353,637.20	\$ 176,954.05	\$ 17,122.84	\$ 15,764.55	\$ 9,925.18	\$ 133,870.58	\$ 82,743.84	\$ 513.28	\$ 82,230.56	\$ -	\$ -	\$ -	\$ 924,428.34
MARCH '23	\$ 364,625.42	\$ 223,083.27	\$ 29,542.56	\$ 68,633.58	\$ 13,517.92	\$ 29,848.09	\$ 143,123.04	\$ 5,261.43	\$ 137,861.61	\$ 3,882.71	\$ 3,039.00	\$ -	\$ 809,493.11
APRIL '23	\$ 348,062.60	\$ 191,816.70	\$ 30,323.77	\$ 27,678.37	\$ 11,531.92	\$ 86,711.84	\$ 133,816.40	\$ 6,808.34	\$ 127,008.06	\$ 49,835.92	\$ 11,009.92	\$ 5.49	\$ 708,356.54
MAY '23	\$ 352,713.60	\$ 179,259.95	\$ 35,454.38	\$ 25,593.77	\$ 7,131.43	\$ 105,274.07	\$ 108,414.53	\$ -	\$ 108,414.53	\$ 13,334.31	\$ 2,520.00	\$ -	\$ 689,361.77
JUNE '23	\$ 404,215.40	\$ 181,101.15	\$ 12,748.74	\$ 35,777.20	\$ 6,633.24	\$ 167,955.07	\$ 163,942.78	\$ -	\$ 163,942.78	\$ 21,061.98	\$ 2,628.00	\$ -	\$ 669,684.08
YEAR TO DATE TOTALS	\$ 4,611,212.19	\$ 2,339,093.47	\$ 346,060.19	\$ 317,934.43	\$ 83,924.35	\$ 1,524,199.75	\$ 1,348,905.99	\$ 24,074.11	\$ 1,324,831.88	\$ 144,217.81	\$ 29,905.78	\$ 23.75	
YTD PERCENTAGE OF REVENUE		50.73%	7.50%	6.89%	1.82%	33.05%	29.25%	0.52%	28.73%	3.13%	0.65%	0.00%	
YTD PERCENTAGE OF NET REVENUE									86.92%				

Management Summary Report
Monthly and Fiscal Year to Date
Ross Valley RPA
June 2023

Financial Class	Number of Accounts	Percent of Total	Year to Date Total Accts.	Percent of Total YTD	Charges	Percent of Total	Year to Date Total Charges	Percent of Total YTD	Payments	Percent of Total	Year to Date Payments	Percent of Total YTD
<i>Medicare</i>	46	33.33%	469	31.88%	\$175,973.80	43.53%	\$1,680,030.40	36.43%	\$29,283.12	17.86%	\$277,922.68	20.60%
<i>Medicare HMO</i>	11	7.97%	98	6.66%	\$31,125.00	7.70%	\$287,158.67	6.23%	\$6,218.27	3.79%	\$56,039.87	4.15%
<i>Medi-Cal</i>	1	0.72%	9	0.61%	\$2,985.00	0.74%	\$25,357.28	0.55%	\$12.77	0.01%	\$4,400.95	0.33%
<i>Medi-Cal HMO</i>	6	4.35%	95	6.46%	\$17,126.00	4.24%	\$292,067.08	6.33%	\$11,762.63	7.17%	\$67,194.17	4.98%
<i>Insurance</i>	12	8.70%	107	7.27%	\$33,959.00	8.40%	\$333,342.34	7.23%	\$59,795.08	36.47%	\$437,581.01	32.44%
<i>Private Pay</i>	12	8.70%	160	10.88%	\$32,433.00	8.02%	\$505,060.15	10.95%	\$5,842.77	3.56%	\$58,870.84	4.36%
<i>Kaiser</i>	9	6.52%	72	4.89%	\$27,999.00	6.93%	\$261,299.70	5.67%	\$32,134.10	19.60%	\$267,125.18	19.80%
<i>Kaiser Mcal</i>	0	0.00%	5	0.34%	\$0.00	0.00%	\$21,085.76	0.46%	\$2,178.24	1.33%	\$13,021.08	0.97%
<i>Kaiser Mcare</i>	25	18.12%	248	16.86%	\$76,173.80	18.84%	\$802,991.76	17.41%	\$14,818.04	9.04%	\$148,678.69	11.02%
<i>Other</i>	16	11.59%	208	14.14%	\$3,026.00	0.75%	\$398,691.95	8.65%	\$1,897.76	1.16%	\$18,071.52	1.34%
<i>Prior Sales</i>					\$3,414.80	0.84%	\$4,127.10	0.09%				
Sub Total	138	100.00%	1471	100.00%	\$404,215.40	100.00%	\$4,611,212.19	100.00%	\$163,942.78	100.00%	\$1,348,905.99	100.00%
<i>Dry Runs</i>	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Total	138	100.00%	1471	100.00%	\$404,215.40	100.00%	\$4,611,212.19	100.00%	\$163,942.78	100.00%	\$1,348,905.99	100.00%

INVOICE 23070247

TO: Ross Valley RPA
FROM: Wittman Enterprises
DATE: August 16, 2023
FOR: Billing Services Performed in **July 2023**

Gross Collections	\$	154,374.54
Less Refunds	\$	-
Net Collections	\$	154,374.54
Fee Based on 3.99% of Net Collections	\$	6,159.54

CURRENT MONTH BALANCE: \$ 6,159.54

Prior month (June) balance: \$ 6,541.32

TOTAL AMOUNT: \$ 12,700.86

Please remit payment to:
Wittman Enterprises, LLC.
11093 Sun Center Drive
Rancho Cordova, Ca. 95670

Ross Valley Fiscal Year 23-24

	CHARGES	MCARE WRITE DOWNS	MCAL WRITE DOWNS	RESIDENT WRITE DOWNS	OTHER CONTRACTUAL WRITE DOWNS	NET CHARGES	PAYMENTS	REFUNDS	NET PAYMENTS	BAD DEBT WRITE OFFS	WRITE OFFS	ADJUSTMENTS	NEW A/R BALANCE
JULY '23	\$ 370,704.07	\$ 155,305.60	\$ 25,848.60	\$ 28,866.55	\$ 25,064.44	\$ 135,618.88	\$ 154,374.54	\$ -	\$ 154,374.54	\$ 5,904.46	\$ 6,024.00	\$ -	\$ 638,999.96
AUGUST '23						\$ -			\$ -				
SEPTEMBER '23						\$ -			\$ -				
OCTOBER '23						\$ -			\$ -				
NOVEMBER '23						\$ -			\$ -				
DECEMBER '23						\$ -			\$ -				
JANUARY '24						\$ -			\$ -				
FEBRUARY '24						\$ -			\$ -				
MARCH '24						\$ -			\$ -				
APRIL '24						\$ -			\$ -				
MAY '24						\$ -			\$ -				
JUNE '24						\$ -			\$ -				
YEAR TO DATE TOTALS	\$ 370,704.07	\$ 155,305.60	\$ 25,848.60	\$ 28,866.55	\$ 25,064.44	\$ 135,618.88	\$ 154,374.54	\$ -	\$ 154,374.54	\$ 5,904.46	\$ 6,024.00	\$ -	
YTD PERCENTAGE OF REVENUE		41.89%	6.97%	7.79%	6.76%	36.58%	41.64%	0.00%	41.64%	1.59%	1.63%	0.00%	
YTD PERCENTAGE OF NET REVENUE									113.83%				

Management Summary Report
Monthly and Fiscal Year to Date
Ross Valley RPA
July 2023

Financial Class	Number of Accounts	Percent of Total	Year to Date Total Accts.	Percent of Total YTD	Charges	Percent of Total	Year to Date Total Charges	Percent of Total YTD	Payments	Percent of Total	Year to Date Payments	Percent of Total YTD
<i>Medicare</i>	36	30.25%	36	30.25%	\$112,891.80	30.45%	\$112,891.80	30.45%	\$23,637.85	15.31%	\$23,637.85	15.31%
<i>Medicare HMO</i>	8	6.72%	8	6.72%	\$24,127.00	6.51%	\$24,127.00	6.51%	\$8,382.25	5.43%	\$8,382.25	5.43%
<i>Medi-Cal</i>	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$1,055.62	0.68%	\$1,055.62	0.68%
<i>Medi-Cal HMO</i>	9	7.56%	9	7.56%	\$25,123.00	6.78%	\$25,123.00	6.78%	\$17,841.85	11.56%	\$17,841.85	11.56%
<i>Insurance</i>	8	6.72%	8	6.72%	\$23,941.00	6.46%	\$23,941.00	6.46%	\$38,507.49	24.94%	\$38,507.49	24.94%
<i>Private Pay</i>	8	6.72%	8	6.72%	\$24,462.00	6.60%	\$24,462.00	6.60%	\$7,455.48	4.83%	\$7,455.48	4.83%
<i>Kaiser</i>	8	6.72%	8	6.72%	\$26,590.00	7.17%	\$26,590.00	7.17%	\$38,699.66	25.07%	\$38,699.66	25.07%
<i>Kaiser Medical</i>	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
<i>Kaiser Medicare</i>	18	15.13%	18	15.13%	\$58,434.40	15.76%	\$58,434.40	15.76%	\$14,791.78	9.58%	\$14,791.78	9.58%
<i>Other</i>	24	20.17%	24	20.17%	\$75,269.00	20.30%	\$75,269.00	20.30%	\$4,002.56	2.59%	\$4,002.56	2.59%
<i>Prior Sales</i>					-\$134.13	-0.04%	-\$134.13					
Sub Total	119	100.00%	119	100.00%	\$370,704.07	100.00%	\$370,704.07	100.00%	\$154,374.54	100.00%	\$154,374.54	100.00%
<i>Dry Runs</i>	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Total	119	100.00%	119	100.00%	\$370,704.07	100.00%	\$370,704.07	100.00%	\$154,374.54	100.00%	\$154,374.54	100.00%