

**AGREEMENT FOR FIRST RESPONDER ADVANCED LIFE SUPPORT
SERVICES BETWEEN THE CITY OF SANTA ROSA
AND THE SONOMA COUNTY FIRE DISTRICT**

This Agreement for First Responder Advanced Life Support Services (“FRALS Agreement”) is made and entered into this January 16, 2024 (“Effective Date”), by and between the City of Santa Rosa, a California municipal corporation (“City”), and the Sonoma County Fire District, a special district organized and operating pursuant to the California Fire Protection District Law of 1987 (“District” or “SCFD”). City and SCFD may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. On October 27, 2023, the County of Sonoma (“County”) and SCFD entered into the Professional Services Agreement for Advanced Life Support and Ground Ambulance Services in County Exclusive Operating Area One (“Emergency Ground Ambulance Service Contract”) to be the exclusive provider of advanced life support and emergency ground ambulance services (“Emergency Ground Ambulance Service”) within County Exclusive Operating Area 1 (“EOA-1”) pursuant to the Health and Safety Code Section 1797.224.

B. The boundaries of EOA-1 cover central Sonoma County, including the City of Santa Rosa, the latter of which is bound by the City Limits (as defined below).

C. City, through its Fire Department, has the capability to provide First Responder Advanced Life Support Services (“FRALS Services”), which includes City-provided Basic Life Support Services (“BLS Services”) and Advanced Life Support Services (“ALS Services”) within City limits and adjacent areas in EOA-1 under more limited circumstances.

D. City and SCFD agree that the health and safety of the residents of the City can be served through a cooperation between City and SCFD

E. City has the desire to provide FRALS Services within City Limits and certain other, more limited and designated areas of EOA-1 as agreed to by City and SCFD. Both City and SCFD desire to partner for the provision of FRALS Services in this manner.

F. City and SCFD desire to collaborate and cooperate to promote a positive image of the relationship between the Parties in the delivery of EMS within EOA-1 recognizing the unique and important role each Party plays the delivery of EMS within City Limits and throughout EOA-1.

G. The Parties expressly agree that in connection with the City’s provision of FRALS Services within the City Limits, and on a more limited basis throughout EOA-1 that (1) the City should receive fair, full and reasonable compensation for the City’s costs associated with providing FRALS Services; and (2) the provision of data and reporting by both of the Parties to support auditing and enforcement of this FRALS Agreement is important.

H. The Parties also expressly agree that incident command and control of all incidents within the City Limits will remain with the City.

NOW, THEREFORE, the Parties do mutually agree to the terms and conditions set forth below in this FRALS Agreement.

AGREEMENT

SECTION 1. EMERGENCY GROUND AMBULANCE SERVICE CONTRACT; DEFINITIONS.

- 1.1 Emergency Ground Ambulance Service Contract.** The Ground Ambulance Service Contract included as Attachment A (the “Emergency Ground Ambulance Contract” or the “GAC”) and is incorporated into the is FRALS Agreement as if fully set forth herein. The Ground Ambulance Service Contract includes Exhibit 1 (Scope of Services) (“Exhibit 1- SOS”) in full. All references to the Emergency Ground Ambulance Service Contract are to the Emergency Ground Ambulance Contract dated October 27, 2023. Any subsequent modifications or amendments to the Emergency Ground Ambulance Contract are not automatically incorporated into this FRALS Agreement. Any such modifications or amendments must be expressly incorporated into this FRALS Agreement by amendment pursuant to Section 18.5 of this FRALS Agreement before being effective under this FRALS Agreement. In the event of a conflict or inconsistency between this FRALS Agreement and the Ground Ambulance Service Contract, this FRALS Agreement will control except where otherwise specified.
- 1.2 Definitions.** Definitions that apply throughout this FRALS Agreement are set forth in Attachment B (Definitions).

SECTION 2. TERM.

- 2.1 Initial Term.** This FRALS Agreement shall begin on the Effective Date and shall end at 11:59:59 PM, Pacific Standard Time on January 15, 2029 (the “Initial Term”), unless earlier terminated or extended in accordance with Section 3 (Termination) of this FRALS Agreement.
- 2.2 Renewal Term.** City has the right in its sole discretion to extend this FRALS Agreement for an additional five (5) year term, which additional term would end at 07:59:59 AM Pacific Standard Time on January 15, 2034 (the “Renewal Term”; the Initial Term and Renewal Term are each, a “Term”). City agrees to provide notice of intent to renew the FRALS Agreement ninety (90) days prior to the expiration of the Initial Term.
- 2.3 Obligations to Meet to Consider Renewal Term.** On or before one hundred and twenty (120) days prior to the expiration of the Initial Term, the Parties agree to meet to either facilitate the extension of the FRALS Agreement under the Renewal Term or to allow for an orderly transition towards expiration of the FRALS Agreement in the event of non-renewal.

SECTION 3. TERMINATION.

- 3.1 Termination without Cause.** Either party may terminate this FRALS Agreement without cause by providing the other party with at least one hundred twenty (120) days prior written notice.
- 3.2 Termination for Cause.** Either party has the right to terminate this FRALS Agreement for cause upon a Material Breach (defined below) by the other party, as follows:
 - 3.2.1. Notice and Opportunity to Cure.** In the event of a Material Breach, the non-breaching party shall give the breaching party written notice, setting forth with reasonable specificity the Material Breach. Within five (5) days of receipt of such

notice, the breaching party shall deliver to the non-breaching party, in writing, a plan of action to cure such Material Breach, which shall be promptly updated, as needed, until the breach is cured. The breaching party shall have the right to cure such Material Breach in the thirty (30) day period following receipt of notice of Material Breach, or as otherwise agreed to by the parties.

3.2.2. Failure to Cure. If the breaching party fails to cure the Material Breach within the thirty (30) day period following receipt of notice, or as otherwise agreed to by the parties, then the non-breaching Party may:

- (a) Immediately terminate the FRALS Agreement; or
- (b) Provide additional time for the breaching party to cure the Material Breach, which the non-breaching party shall describe in written notice to the breaching party; or
- (c) Deem the Material Breach to be a partial breach of the FRALS Agreement, affirm the existence of the FRALS Agreement, and seek relief for the partial breach, if any.

3.3 Material Breach.

3.3.1. For SCFD. Nonperformance, events, and circumstances that constitute a “Material Breach” by SCFD under this FRALS Agreement include, but are not limited to, the following:

- (a) a Material Breach by SCFD under Section 18(a) of the Emergency Ground Ambulance Service Contract;
- (b) initiation of an Emergency Takeover by County pursuant to Section 19 of the Emergency Ground Ambulance Service Contract.
- (c) any unauthorized scaling down of operations to the detriment of performance by SCFD during any “lame duck” period or other period of transition to another provider of services or service delivery model under the terms of this FRALS Agreement.
- (d) any failure by SCFD to make payments set forth in Section 6 of this FRALS Agreement.
- (e) any falsification of data supplied, or repeated failure to provide data to City by SCFD during the course of operations, including, but not limited to, patient report data, response time, financial data, or any other data required to be provided to City pursuant to this FRALS Agreement.
- (f) any failure by SCFD to perform or comply with the SCFD Responsibilities set forth in Section 5 of this FRALS Agreement.

- (g) any act or omission that substantially interferes with or frustrates SCFD's ability to perform services or comply with obligations under this FRALS Agreement or the Emergency Ground Ambulance Service Contract.

3.3.2. For City. Nonperformance, events, and circumstances that constitute a "Material Breach" by City under this FRALS Agreement include, but are not limited to, the following:

- (a) any falsification of data supplied, or repeated failure to provide data to SCFD by City during the course of operations, including, but not limited to, patient report data, response time, financial data, or any other data required to be provided to SCFD pursuant to this FRALS Agreement.
- (b) any failure by City to perform or comply with the City Responsibilities set forth in Section 4 of this FRALS Agreement.
- (c) any act or omission that substantially interferes with or frustrates City's ability to perform services or comply with obligations under this FRALS Agreement.

SECTION 4. CITY RESPONSIBILITIES. City agrees to provide FRALS Services under this FRALS Agreement as follows:

4.1 Scope of Service.

4.1.1. FRALS Service Area. The City's FRALS Service Area only includes those areas of Zone 1 (Oakmont (Urban)) and Zone 3 (Santa Rosa (Urban)) set forth in Section 3.2(D)(2) of Section III of Exhibit 1-SOS to the GAC that are within City Limits. The City agrees to provide FRALS Services primarily within City Limits and on an occasional, secondary, or more limited basis to adjacent jurisdictions within EOA-1, consistent with any System Status Management approved by the CVEMSA and subject to the terms of this FRALS Agreement.

4.1.2. Staffing and Equipment. In connection with its provision of FRALS Services and subject to the limitations set forth in Section 4.1.4 of this FRALS Agreement, the City agrees to provide Staffing and Equipment for FRALS Services within the City's FRALS Service Area as follows:

- (a) Twelve (12) companies at ALS level ("ALS Company") available 24 hours per day/7 days per week.
- (b) Each ALS Company shall have at least one (1) fully licensed and accredited Paramedic on duty at all times. Other minimum staffing for the ALS Companies for every 24-hour shift will be deployed as recommended by the SSM Committee and approved by the City.
- (c) Each ALS Company will be equipped according to the requirements of the CVEMSA's FRALS Services Equipment List.

4.1.3. City Response Time Standards.

- (a) In connection with its provision of FRALS Services and subject to the limitations set forth in Section 4.1.4, the City agrees to provide FRALS Services within the City's FRALS Service Area as follows:
 - (i) Meet or exceed the Response Times 90% of the time in the zones of the FRALS Service Area at the Priority Levels as set forth in the applicable section of the charts in section 3.2(G) (Response Time Standards) of Section III of Exhibit 1- SOS to the GAC.
 - (ii) Such Response Time Standards for City shall only apply within the City's FRALS Service Area and only to ALS Companies providing FRALS Services inside the applicable Assigned District(s) for that ALS Company. Response Times are measured for each compliance zone in the City's FRALS Service Area.
 - (b) The City may rely on Section 3.5 (Response Time Corrections and Exceptions) and Section 3.6 (Response Time Exemptions) in Section III of Exhibit 1- SOS to the GAC, as if those sections were fully set forth in this FRALS Agreement. For purposes of this Section, all references to "District" in those Sections 3.5 and 3.6 of Section III of Exhibit 1- SOS to the GAC shall instead reference "City".
 - (c) For purposes of this Section, response times and levels for City shall be calculated in accordance with Sections 3.1-3.7 of Section III of Exhibit 1- SOS to the GAC.
- 4.1.4.** **Limitation.** Notwithstanding the foregoing, including Section 4.1.1 through Section 4.1.3 or any other provision of this FRALS Agreement, the City's provision of FRALS Services is subject to available staffing and will only be provided to the extent City, in its sole discretion, determines that the provision of FRALS Services under this FRALS Agreement does not unduly compromise the provision of City Fire Service.
- 4.2** **Licensing and Certification.** In connection with the City's provision of FRALS Services the City agrees to:
- 4.2.1.** Maintain and pay for all applicable and required state and local permits, licenses, and fees for its personnel, vehicles, and equipment for its provision of FRALS Service under this FRALS Agreement.
 - 4.2.2.** Ensure that, continuously throughout the Term, all employees providing FRALS Services under this FRALS Agreement as Emergency Medical Technicians are certified, and that Paramedics are appropriately licensed and accredited.
- 4.3** **Equipment Capabilities and Maintenance.** In connection with the City's provision of FRALS Services the City agrees to:

4.3.1. Equip each unit ALS Company with communication devices reasonably acceptable to SCFD and the CVEMSA that are necessary to communicate with the EMS Base Hospital, receiving facilities, the EMD, and SCFD.

4.3.2. Except as set forth in this FRALS Agreement, City agrees to pay the costs associated with the operation of City's equipment and personnel required to comply with this FRALS Agreement, including with respect to maintenance of City biomedical equipment, EMD computer and communications devices, and all related equipment to industry standards.

4.3.3. Allow SCFD to activate the City's traffic signal preemption system in accordance with City protocols (Opticom or successor system).

4.4 City Medical Director.

4.4.1. The City agrees to provide a Medical Director to coordinate and oversee the clinical performance of the City under this FRALS Agreement at no additional cost to SCFD.

4.4.2. Should City not elect to provide their own Medical Director and upon City request, SCFD agrees provide the services of a medical director to the City at a cost to be negotiated by the Parties either as an amendment pursuant to Section 18.5 of to this FRALS Agreement, or under a separate agreement between the Parties.

4.5 CQI Program. The City agrees to establish and administer a continuous quality improvement program ("CQI" or "CQI Program") as submitted and approved by the CVEMSA in connection with its provision of FRALS Services as follows:

4.5.1. The CQI Program will cover all City personnel providing FRALS Services.

4.5.2. The CQI Program will be consistent with State EMS Authority and CVEMSA requirements.

4.5.3. The City will make continuing education classes required by the State EMS Authority and CVEMSA available to all City personnel providing FRALS Services. Classes will be available through the City's CQI Program and/or other City or City-sponsored training programs, as required by law.

4.5.4. The City will monitor compliance with the CQI Program for City personnel providing FRALS Services.

4.6 Data Sharing. In connection with the City's provision of FRALS Services the City agrees to:

4.6.1. Utilize data reporting and monitoring tools made available by SCFD.

4.6.2. Provide copies of ePCRs and data regarding patient condition as required by the CVEMSA policy.

4.6.3. Provide other reports as reasonably necessary to satisfy CVEMSA requirements.

- 4.6.4.** Provide data and reports as reasonably requested by SCFD to facilitate SCFD's billing for ALS services rendered to patients transported and to meet other SCFD obligations as set forth the Emergency Ground Ambulance Service Contract. To the extent such data or reports become time consuming or onerous, the Parties agree to meet in good faith to discuss fair and reasonable compensation to City for the provision of such data or reports.

SECTION 5. SCFD RESPONSIBILITIES. SCFD agrees to provide service under this FRALS Agreement as follows:

- 5.1** **Compliance with Emergency Ground Ambulance Service Contract.** SCFD agrees to provide all services and comply with all requirements set forth in the Emergency Ground Ambulance Service Contract, including, without limitation, those set forth in Section 3(a) and Exhibit 1- SOS to the GAC, and as follows:

- 5.1.1.** **FRALS Service Area for SCFD.** SCFD agrees to comply with Section 2.6(B) of Section II (Deployment and Response) of Exhibit 1- SOS to the GAC.

5.1.2. Staffing and Equipment for SCFD.

- (A) SCFD agrees to provide sufficient staffing and equipment under its Emergency Ground Ambulance Service Contract to allow the City to provide FRALS Services without compromising the City's provision of City Fire Service, including, without limitation, staffing, equipment, and service levels sufficient to meet the requirements set forth in Section II (Deployment and Response), Section IV (Vehicles), and Section VI (Personnel) set forth in Exhibit 1- SOS to the GAC.
- (B) The initial ambulance deployment plan unit hours, as set forth in Section 2.2(D) of Section II (Deployment and Response) in Exhibit 1-SOS to the GAC shall not be decreased for the first six (6) months from the Service Start Date.

- 5.1.3.** **SCFD Response Time Standards.** SCFD agrees to comply with all requirements set forth in Section III (Response Times and Levels) of Exhibit 1- SOS to the GAC, including without limitation all Response Time Standard set forth in Section 3.2(G) (Response Time Standards) of Section III of Exhibit 1- SOS to the GAC.

- 5.1.4.** **Lame Duck Provisions.** Section 20 (Lame Duck Provisions) of the Emergency Ground Ambulance Contract is incorporated into and applies in full to this FRALS Agreement, except that for purposes of this Section, the term "Agreement" in Section 20 of the GAC refers to this FRALS Agreement and the references to "County" in Section 20 of the GAC refers to "City."

- 5.2** **Permits, Licensing and Certification.** At its sole cost and expense, SCFD agrees to comply with and maintain and ensure all SCFD contractors and subcontractors comply with and maintain all permits, licensing and certification in good standing for personnel and vehicles for the provision of service under the Emergency Ground Ambulance Service Contract, including, without limitation, those requirements set forth in Section 5 (Permits, Licenses and Approvals) and Section 14 (District's Legal and Regulatory Compliance).

5.3 **Equipment and Maintenance.** In addition to the requirement set forth in Section 5.1.3 of this FRALS Agreement, SCFD agrees as to:

- 5.3.1.** **Medical Supply Restocking.** Provide one-for-one disposable medical supplies and medications to restock all City vehicles used in the performance of this FRALS Agreement at no cost after each call.
- 5.3.2.** **Joint Purchasing.** Allow the City to purchase supplies and equipment not otherwise provided under this FRALS Agreement or the Emergency Ground Ambulance Service Contract, through SCFD's equipment and supply system at SCFD's or SCFD subcontractor's pricing, to the extent permitted by law and by SCFD's agreements.

5.4 **CQI Program.** At its sole cost and expense, SCFD agrees to:

- 5.4.1.** Comply with all requirements and perform services in accordance with Section VIII (Medical Control and Clinical Performance) of Exhibit 1-SOS of the GAC.
- 5.4.2.** Provide a member or representative to sit on City's CQI Program committee, and/or participate in City's CQI Program.

5.5 **Data Sharing.**

5.5.1. **Data and Reporting under Emergency Ground Ambulance Contract.** At SCFD's sole cost and expense, comply with all requirements for data and reporting set forth in Section IX (Data and Reporting) of Exhibit 1-SOS of the GAC. SCFD agree to promptly provide City with copies of any data, reporting or other documentation that SCFD provides to the County or CVEMSA under the Emergency Ground Ambulance Contract, upon reasonable request from the City.

5.5.2. **Additional Data.** In addition to the foregoing, SCFD agrees to provide data and reports as reasonably requested by City to facilitate City's assessment of the FRALS Program in general, to evaluate compensation under this FRALS Agreement, to facilitate the CQI Program, and for any other purpose reasonably related to the provision of FRALS Service under this FRALS Agreement. To the extent such documentation becomes time consuming or onerous, the Parties agree to meet in good faith to discuss fair and reasonable compensation from the City to SCFD for the provision of such documentation.

SECTION 6. COMPENSATION TO CITY FOR FRALS SERVICE

6.1 **Annual Base Compensation for FRALS Service.**

6.1.1. **Annual Base Compensation Amount.** SCFD agrees to compensate the City for FRALS Services in an amount of one million, five hundred thousand dollars (\$1,500,000) per year ("Annual Base Compensation Amount"). SCFD agrees to divide the Annual Base Compensation Amount into twelve (12) installments each year, which equals one hundred twenty-five thousand dollars (\$125,000.00) per month for the first year ("Monthly FRALS Payment"). SCFD will make the Monthly FRALS Payment to the City on or before the 25th day of each month. For the month of January 2024, based on the effective date of January 16, 2024, the Monthly FRALS Payment shall be

prorated to \$62,500.00.

6.1.2. Adjustment of Annual Base Compensation Amount. Each year on July 1, the Annual Base Compensation Amount will increase in an amount equal to any increase in compensation or rates received by SCFD pursuant to section 10.2(A)-(D) (Rate Adjustments) of Section X (Finance and Administration) of Exhibit 1- SOS to the GAC. Any increase provided for in this Section will be effective as of the date of any such compensation or rate increase for SCFD. The City will be entitled to an increase in the Annual Base Compensation Amount that is retroactive to the effective date of any such increase in compensation or rates for SCFD. The limitation set forth in section 10.2(E) (Rate Adjustments) of Section X (Finance and Administration) of Exhibit 1- SOS to the GAC do not apply to this FRALS Agreement.

6.2 Substantial System Change Reopeners.

6.2.1. Changes to SCFD Performance and City's FRALS Services Obligations. If SCFD's provision of service under the Emergency Ground Ambulance Service Contract substantially changes in a manner that results in a substantial change in the City's FRALS Service under this FRALS Agreement, including by way of example and not limitation, changes to City Staffing and Equipment, extensions of City time On-Scene, diminishment of the City's capacity to provide City Fire Service, and/or increases in City costs of providing FRALS Services, the parties agree to renegotiate the Annual Base Compensation Amount set forth in this FRALS Agreement. The parties also agree to incorporate any agreed upon changes to the FRALS Agreement into a written amendment signed and fully executed by the parties, as provided for in Section 18.5 of this FRALS Agreement.

6.2.2. Substantial Changes in Technology or Service Delivery Requirements.

- (a) City and SCFD acknowledge and agree that equipment and supply requirements may be changed, at the direction of or with the approval of CVEMSA, due to changes in technology, regulations, or for other appropriate reasons. Should requirement changes have a financial impact, City and SCFD agree to meet and confer over that impact.
- (b) Should SCFD make substantial changes, including by way of example and not limitation, in medical technology, medical equipment or other service delivery requirements, in a manner that leads to significant increases in costs for City in the provision of FRALS Services under this FRALS Agreement, the Parties agree to negotiate in good faith a cost-sharing agreement for such major changes. Negotiated changes will be incorporated into this FRALS Agreement using an amendment pursuant to Section 18.5.

SECTION 7. JOINT RESPONSIBILITIES.

7.1 Flow Down Provisions. Section 2.6(C)(1) of the Emergency Ground Ambulance Service Contract requires the Parties to agree to certain flow-down provisions as part of the FRALS Agreement and the Parties therefore agree that this FRALS Agreement shall provide for the following:

7.1.1. Fair, full, and reasonable compensation for the City's cost of providing FRALS

Service;

- 7.1.2.** Support for the operational integrity for Fire Services so as not to compromise or impair fire or other public safety or emergency response, including during the City of Santa Rosa's declared fire season;
- 7.1.3.** Timely data sharing and reporting to support auditing and enforcement of the FRALS Agreement;
- 7.1.4.** Assessment and treatment of patients according to applicable CVEMSA protocols;
- 7.1.5.** Timely completion and submission of an ePCR corresponding to each medical response;
- 7.1.6.** Participation in CVEMSA's quality improvement program; and
- 7.1.7.** Response time compliance assessment and evaluation via FirstWatch OCU.

7.2 Service Quality and Education. SCFD and City jointly agree to:

- 7.2.1.** **Quality Improvement.** Cooperate fully with the other party and the CVEMSA in their performance of quality improvement activities, including the sharing of clinical and employee performance information as may be necessary and otherwise permitted by applicable law.
- 7.2.2.** **Medical Control Authority under CVEMSA.** Adhere to the standards of medical control authority established by the CVEMSA's Medical Director and the CVEMSA more generally, and to comply with the medical control directives of such parties.
- 7.2.3.** **Education and Outreach.** The Parties agree to provide annual education and orientation to the other party to acquaint each party's personnel and relevant subcontractor personnel with the parties' equipment and response system.

7.3 Cooperation and Governance

- 7.3.1. City Representative to SCFD System Deployment and Operations Committee.** The SCFD System Deployment and Operations Committee meets and reviews response, compliance, and performance with the System Deployment Management Plan. The City agrees to appoint a representative to participate in SCFD's System Deployment and Operations Committee, or such other committee that replaces this committee over the Term of the FRALS Agreement. SCFD agrees to share and provide all necessary data to City to allow the City to fully participate as a representative on the System Deployment and Operations Committee including the full, unredacted versions of packets and other materials. The Parties agree to cooperate to execute any necessary non-disclosure agreement(s) or authorization(s) through the CVEMSA to allow for such information sharing, as needed. The SCFD System Deployment and Operations Committee is separate from monthly meetings related to the CQI Program.
- 7.3.2. City-SCFD EMS Operation Committee.** The Parties agree to meet, at minimum quarterly, as an EMS operational committee to discuss all EMS Topics.

- 7.4 **Incident Command and Control within City Limits.** The Parties expressly agree that incident command and control of all incidents within the City Limits will remain with the City.
- 7.5 **Shared Electronic Patient Data.** To the extent it is technologically feasible and permitted by applicable law, electronic patient data, including but not limited to ePCR, vital signs, and heart monitor data, will be shared between both Parties.

SECTION 8. EMS System Investment and Enhancements within City Limits of EOA-1

- 8.1 SCFD agrees to comply with Section XI of Exhibit 1- SOS to the GAC.
- 8.2 The Parties continue to explore opportunities to collaborate to improve and expand the delivery of EMS in EOA-1 through new investment, programs, and other enhancements, including, without limitation, as follows:
- 8.2.1. EMS System Enhancement within City Limits. SCFD agrees to provide the City with up front compensation in an amount not-to-exceed fifty thousand dollars (\$50,000) to cover the full costs associated with an analysis by a third-party selected by City of potential funding mechanism(s) available to the City to enhance EMS service delivery within City Limits, including, without limitation, EMS subscription fee(s), first responder fees, or other direct fee options;
- 8.2.2. City-led Surge Program within City Limits; and
- 8.2.3. Alternative Service Delivery Models to complement EMS within City Limits.
- 8.3 **Good Faith Negotiation; Amendment or Mutual Aid Agreement(s).** The Parties agree to negotiate expansion of the relationship under this Section in good faith. Within one hundred and eighty (180) days of the Effective Date of this FRALS Agreement, the expansion of the relationship agreed to by the Parties as required by this Section will be memorialized in an amendment pursuant to Section 18.5 of this FRALS Agreement and/or stand-alone mutual aid agreement (or similar agreement) that is signed and fully executed by the Parties (the “Mutual Aid Agreement”). The Mutual Aid Agreement will require each party to obtain, maintain and comply with all necessary licenses, permits and other legal and regulatory requirements necessary to carry out the obligations under such Mutual Aid Agreement(s).
- 8.4 **Section 224 Rights.** Nothing in this Section is intended to impair, abridge, or interfere with SCFD’s rights to operate in EOA-1 under Section 1797.224 of the California Health and Safety Code.

SECTION 9. FORCE MAJEURE. A party to this FRALS Agreement shall not be liable for any failure to perform as required by this FRALS Agreement to the extent such failure to perform is caused by any reason beyond the reasonable control of such party, including, for example and without limitation: Strikes, labor disturbance or labor disputes of any character, accidents, failure of any governmental approval required for full performance, riots, civil disorders or commotions, war, acts of aggression, floods, earthquakes, Acts of God, explosions or similar occurrences; provided that, such party shall exercise its best efforts to provide the best possible alternative performance and to prevent the foregoing occurrence from obstructing full performance. Such occurrences shall not constitute a basis for termination of this FRALS Agreement under Section 3.2 (Termination for Cause) and shall not affect this FRALS Agreement except as expressly provided for in this Section 9.

SECTION 10. BILLING

10.1 By SCFD For Services Provided Under Emergency Ground Ambulance Service Contract.

- 10.1.1.** City acknowledges that the billing rules permit SCFD (as the transporting agency) to bill federal, state, or private providers for ALS Services based on an ALS assessment and, when applicable, ALS interventions, when such services are performed by either SCFD or City. City agrees that during the Term of this FRALS Agreement, the City will use a system (e.g., medical priority dispatch) that considers and communicates each patient's condition at the time of dispatch with sufficient information to permit a determination of whether ALS assessment services are necessary. City agrees to cooperate with SCFD and to take all reasonable steps required by billing rules (for both governmental and non-governmental payers) and reasonably requested by SCFD to facilitate and support such billing.
- 10.1.2.** Within City Limits, SCFD will not charge any first responder fee for services provided under the Emergency Ground Ambulance Service Contract.

SECTION 11. INDEMNIFICATION

- 11.1** City agrees to defend, indemnify, hold harmless, and release SCFD, their officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by City hereunder, whether or not there is concurrent negligence on the part of SCFD, but excluding liability due to the active negligence or willful misconduct of SCFD. This indemnification obligation is not limited in any way by any limitations on the amount or type of damages or compensation payable to or for City or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. City shall be liable to SCFD for any loss of or damage to SCFD's property arising from City's negligence or willful misconduct.
- 11.2** SCFD agrees to defend, indemnify, hold harmless, and release City, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by SCFD hereunder, whether or not there is concurrent negligence on the part of City, but excluding liability due to the active negligence or willful misconduct of City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SCFD or its agents under workers' compensation, disability benefit acts, or other employee benefit acts. SCFD shall be liable to City for any loss of or damage to SRS property arising from SCFD's negligence or willful misconduct.

SECTION 12. INSURANCE REQUIREMENTS. Both Parties to this FRALS Agreement shall at all times during the term of this FRALS Agreement maintain in force insurance coverage as specified in Attachment C and will comply with all requirements thereof.

SECTION 13. INDEPENDENT CONTRACTOR. It is understood and agreed that City is an independent contractor, and that no relationship of employer-employee exists between the parties. Nothing herein shall make City an agent except that City's arrival on scene shall satisfy SCFD's Response Time Standards under the Emergency Ground Ambulance Service Contract as provided for in this FRALS Agreement. City shall be solely responsible for compensating its employees and for their acts or omissions. It is understood and

agreed that SCFD is an independent contractor, and that no relationship of employer- employee exists between the parties. Nothing herein shall make SCFD an agent of City. SCFD shall be solely responsible for compensating its employees and for their acts or omissions.

SECTION 14. NOTICE. Notices and other communications required hereunder may be transmitted for SCFD by the Fire Chief and for the City by the City Manager or designee. Notices shall be transmitted in writing by certified mail, postage prepaid, return receipt requested, addressed to the Parties as follows:

TO SCFD

Mark Heine
Fire Chief
Sonoma County Fire District
8200 Old Redwood Hwy
Windsor, CA 95492

TO CITY

Scott Westrope
Fire Chief
Santa Rosa Fire Department
2373 Circadian Way
Santa Rosa, CA 95407

COURTESY COPIES TO:

President, Board of Directors
Sonoma County Fire District
8200 Old Redwood Hwy
Windsor, CA 95492

COURTESY COPIES TO:

City Manager
City of Santa Rosa
100 Santa Rosa Ave.
Santa Rosa, CA 95403-2881

SECTION 15. DISPUTE RESOLUTION.

- 15.1** City and SCFD agree to make a good faith effort to resolve any disputes arising from or as a result of the terms of this FRALS Agreement. Any dispute that cannot be resolved by the Parties within ten (10) days shall be put in writing and distributed to the individuals indicated in the Section titles "Notices and Contracts."
- 15.2** The Parties shall make every effort to resolve the dispute within thirty (30) days following the written notice of said dispute. If the dispute cannot be resolved within thirty (30) days, both Parties agree to utilize mediation in an effort to resolve the dispute.

SECTION 16. COMPLIANCE WITH LAWS. Each Party agrees and will ensure their subcontractors agree to provide services in connection with this FRALS Agreement in compliance with all local, regional state, and federal laws, regulations and/or governmental orders and guidance or directives, and any changes or amendments thereto, that are applicable to the services being provided by the party under this FRALS Agreement. SCFD further agrees to comply and ensure all SCFD contractors and subcontractors comply with all applicable requirements of Section 5 (Permits, Licenses and Approvals), Section 14 (District's Legal and Regulatory Compliance), Section 30 (Compliance with Laws) and Exhibit 1-SOS of the GAC.

SECTION 17. NON-DISCRIMINATION. Both Parties agree, and will ensure their subcontractors agree to comply with all applicable federal, state, and local laws, rules, and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age medical condition, handicap, AIDS, or HIV infection.

SECTION 18. ADDITIONAL TERMS AND CONDITIONS

- 18.1 Severability.** Should any provision, section, paragraph, sentence, or word of this FRALS

Agreement be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, then the remaining provisions, sections, paragraphs, sentences, and words shall remain in full force and effect.

- 18.2 Governing Law, Venue.** The laws of the State of California shall govern this FRALS Agreement. Venue of any litigation arising out of or connected with this FRALS Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
- 18.3 Confidentiality and Maintenance of Records.** Except as required under the California Public Records Act (Cal. Govt. Code Section 6250 *et seq.*), City and SCFD agree to maintain the confidentiality of all confidential and/or proprietary information and records obtained in the course of providing services under this FRALS Agreement. Information and records shall be maintained in accordance with all applicable federal, state, and local laws, ordinances, and regulations now existing or later amended or added, and shall be maintained as confidential to the full extent permitted by such laws, ordinances, and regulations. Without limiting the generality of the foregoing, the Parties acknowledge the application of the Health Insurance Portability and Accountability Act of 1996 and the regulations and official federal guidance promulgated thereunder (collectively, “HIPAA”) to the activities described in this FRALS Agreement. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this FRALS Agreement shall conform to the statutory and regulatory requirements established under HIPAA no later than the effective date of each such requirement. The parties agree to either amend this FRALS Agreement, or to enter into one or more separate agreements, to the extent necessary to comply with any applicable business associate or similar requirements under HIPAA.
- 18.4 Assignment.** This FRALS Agreement shall not be assigned or transferred, nor may the duties hereunder be delegated without the written permission of both parties to this FRALS Agreement. Any assignment, transfer, or delegation in violation of this provision shall be void and of no force or effect.
- 18.5 Amendment:** No alteration or variation of the terms of this FRALS Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties.
- 18.6 No Third-Party Beneficiaries:** Nothing contained in this FRALS Agreement shall be construed to create, and the parties do not intend to create any rights in third parties.
- 18.7 Waiver of Rights.** Any waiver by either party of any default, breach, or condition precedent, shall not be construed as a waiver of any provision of this FRALS Agreement, nor as a waiver of any other default, breach, or condition precedent or any other right hereunder.
- 18.8 Recitals; Incorporation of Attachments.** The Recitals to this FRALS Agreement are incorporated into the FRALS Agreement as if fully set forth herein. The Attachments to this FRALS Agreement are incorporated and made part of this FRALS Agreement. In the event of any conflict between the Attachments and this FRALS Agreement, the FRALS Agreement shall control, except as otherwise specified in this FRALS Agreement.
- 18.9 Further Assurances.** From time to time, upon reasonable request of City and without further

consideration, SCFD agrees to execute and deliver such other documents and shall take such further action, as may be reasonably required or desirable to carry out the provisions of this FRALS Agreement.

18.10 Time is of the Essence. Time is of the essence in all terms and conditions of this FRALS Agreement and all attachments or exhibits made a part thereto.

18.11 Equitable Relief. Because the obligations of each of the parties under the terms of this FRALS Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, each party, in addition to any other rights or remedies which such party may possess, shall be entitled to injunctive and other equitable relief in the event of any breach or threatened breach of this FRALS Agreement by the other party.

18.12 Authority; Counterparts and Electronic Signatures

18.12.1. Authority. Each party warrants to the other party that (a) it has all requisite power and authority and the legal right to consummate the transactions contemplated in this FRALS Agreement; and (b) this FRALS Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on each party respectively in accordance with the terms hereof.

18.12.2. Counterparts and Electronic Signatures. This FRALS Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one FRALS Agreement. Counterparts and/or signatures delivered by facsimile, pdf or approved electronic means approved by the Parties have the same force and effect as the use of a manual signature. Both City and SCFD wish to permit this FRALS Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this FRALS Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the FRALS Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective FRALS Agreement. The Parties reserves the right to reject any signature that cannot be positively verified by one Party as an authentic electronic signature.

[SIGNATURE PAGE FOLLOWS]

///

///

IN WITNESS WHEREOF the Parties hereto have executed this FRALS Agreement as of the Effective Date.

CITY OF SANTA ROSA

By _____
Mayor, City of Santa Rosa

APPROVED AS TO FORM

By _____
City Attorney

SONOMA COUNTY FIRE DISTRICT

By _____
President, Board of Directors

APPROVED AS TO FORM

By _____
District Counsel

ATTACHMENTS

Attachment A – Emergency Ground Ambulance Services Contract
Attachment B – Definitions
Attachment C – Insurance Requirements

**ATTACHMENTS TO AGREEMENT FOR FIRST RESPONDER ADVANCED LIFE SUPPORT
SERVICES BETWEEN THE CITY OF SANTA ROSA
AND THE SONOMA COUNTY FIRE DISTRICT**

Attachment A – Emergency Ground Ambulance Services Contract

Attachment B – Special Definitions

Attachment C – Insurance Requirements

ATTACHMENT A

Emergency Ground Ambulance Services Contract
including Exhibit 1 – Scope of Services
dated October 27, 2023

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SONOMA
AND
SONOMA COUNTY FIRE DISTRICT
FOR ADVANCED LIFE SUPPORT GROUND AMBULANCE SERVICES
IN COUNTY EXCLUSIVE OPERATING AREA ONE**

This Professional Services Agreement (“**PSA**”), including all exhibits and attachments hereto (“**Agreement**”), by and between, Sonoma County (hereinafter called “**COUNTY**”), and the Sonoma County Fire District, organized and operating pursuant to the California Fire District Protection Law of 1987, California Health and Safety Code Sections 13800 *et seq.* (hereinafter called “**DISTRICT**”) is entered into this 27th day of October, 2023 (“**Effective Date**”), following a competitive procurement process and authorization from the **COUNTY** Board of Supervisors on June 6, 2023, authorizing the Director of DHS (as that term is defined below), or designee, to execute a 5-year contract with **DISTRICT** for emergency ground ambulance service in EOA-1 in a form approved by County Counsel that includes an option to extend for an additional five years.

WHEREAS, the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code Sections 1797 *et seq.* (the “**EMS Act**”) at Sections 1797.224 and 1797.85, allows the local EMS agency to create exclusive operating areas (“**EOAs**” or singularly, “**EOA**”) to restrict operations to one or more providers of emergency ambulance services and advanced life support (“**ALS**”) services in the development of a local plan through a competitive bid process or without a competitive bid process if the area has been served in the same scope and manner without interruption since January 1, 1981;

WHEREAS, pursuant to California Health and Safety Code Sections 1797.178, 1797.200, 1797.204, and 1797.206 and Sections 28-4(a) and 28-7(a) of the Sonoma County Ordinance, **COUNTY** has designated the Sonoma County Department of Health Services (“**DHS**”) to be the local EMS agency and, with the Coastal Valley Emergency Medical Services Agency, a subdivision of DHS (“**CVEMSA**”), to develop written agreements with any qualified paramedic service providers that wish to provide Advanced Life Support or ambulance services in **COUNTY**;

WHEREAS, California Code of Regulations, Title 22, Section 100168 requires paramedic service providers to have a written agreement with the local EMS agency to participate in the EMS system and to comply with all applicable State of California regulations and local policies and procedures;

WHEREAS, Sections 28-7(a) and (b)(2) of the Sonoma County Ordinance provides that, except for cities and special districts operating ALS ambulance services pursuant to California Health and Safety Code Sections 1797.201 and other specified exemptions, all public organizations providing Advanced Life Support ambulance services in the **COUNTY** must be authorized by the local EMS agency and such authorization shall consist of a provider agreement;

WHEREAS, Section 28-17(b) and (i) of the Sonoma County Ordinance provides that an ambulance services provider granted an EOA shall enter an agreement with **COUNTY** and such agreement shall set forth the terms on which the provider (and the provider’s subcontractor) specify the area within which the operator may provide ambulance services;

WHEREAS, on November 1, 2022, the State Emergency Medical Services Authority (“EMSA”) approved COUNTY’s Request for Proposal for Emergency Advanced Life Support Ground Ambulance Services for Exclusive Operating Area One in Sonoma County, SC001-0000001592 (the “EOA-1 RFP”) pursuant to California Health and Safety Code Section 1797.224;

WHEREAS, on November 3, 2022, COUNTY publicly issued the EOA-1 RFP, soliciting experienced and qualified organizations to submit proposals to provide emergency ground ambulance services on an exclusive basis within Exclusive Operating Area One in Sonoma County (“EOA-1”);

WHEREAS, on March 1, 2023, DISTRICT submitted to COUNTY its proposal responding to the EOA-1 RFP;

WHEREAS, on April 24, 2023, COUNTY issued its Notice of Intent to Award the EOA-1 contract to DISTRICT, based on DISTRICT’s EOA-1 RFP proposal receiving the highest score after review and analysis by an independent evaluation panel; and

WHEREAS, on June 6, 2023, the COUNTY Board of Supervisors approved the contract award to DISTRICT and authorized the Director of DHS, or designee, to execute a 5-year contract for emergency ground ambulance service in EOA-1 in a form approved by County Counsel that includes an option to extend for an additional five years; and

WHEREAS, the COUNTY and DISTRICT desire to enter into this Agreement setting forth the rights and obligations of the parties and describing the terms and conditions on which DISTRICT shall provide the services described herein within EOA-1.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Delegated Authority.

- a. **Authorized Actor.** Only the Director of DHS, and such person’s designees (collectively, the “**Authorized Actor**”), shall have the right and authority to act on behalf of COUNTY for all purposes under this Agreement, including with respect to any provision of this Agreement required or conditioned upon the consent, approval, waiver, or authorization (or other similar term) of, or providing rights to “COUNTY.” As of the Effective Date, the Authorized Actor is Tina Rivera. Notwithstanding anything to the contrary, the Director of DHS shall not have any authority with respect to medical or clinical decisions, including those which would constitute the practice of medicine or any other licensed health care professional (“**Clinical Decisions**”). With respect to all Clinical Decisions, the Authorized Actor is the Coastal Valley Regional Medical Director (the “**Medical Director**”), who is Mark Luoto, M.D., as of the Effective Date. COUNTY shall promptly provide DISTRICT with formal, written notice identifying the Authorized Actor(s), their designees, and the scope of the Authorized Actor(s) and designees’ delegated authority, and any revisions thereto. Notwithstanding the foregoing, the Authorized Actor may act on behalf of

COUNTY for all purposes herein and may delegate such authority to any person, unless otherwise expressly stated in any written notice provided hereunder.

- b. Approvals and Consents. The parties, and their respective Key Personnel, designees, employees, and agents, shall not unreasonably withhold, condition, or delay any consent, approval, waiver, or authorization (or other similar term) the other party is required or obligated to obtain under this Agreement.

2. Term of the Agreement.

- a. Term. This Agreement shall begin on the Effective Date and shall end at 11:59:59 PM, Pacific Standard Time on January 15, 2029 (the “**Initial Term**”), unless earlier terminated or extended in accordance with this Agreement.
- b. Extension of Agreement. COUNTY has the right in its sole discretion to extend this Agreement for an additional five (5) year term, which additional term would end at 07:59:59 AM Pacific Standard Time on January 15, 2034 (the “**Renewal Term**”); the Initial Term and Renewal Term are each, a “**Term**”), at the same rates as set forth in the Authorized Rates and Charges, subject only to potential rate adjustments pursuant to Section 10.2 of the Scope of Services, as those terms are defined hereunder. COUNTY, in its sole discretion, may extend the Agreement for the Renewal Term if it reasonably finds that DISTRICT’s performance during the Initial Term has been in substantial and consistent compliance with the provisions of this Agreement.
- 3. **Scope of Services**. Notwithstanding the Effective Date of this Agreement, as of January 16, 2024 at 12:00:00 AM, Pacific Standard Time, DISTRICT shall provide COUNTY those services as set forth in the Scope of Services, attached hereto as Exhibit 1 to this Agreement, and as amended thereafter (the “**Scope of Services**”). The Agreement’s components, the PSA and the Scope of Services, should be read together to describe the obligations of the parties; provided, that with respect to any conflict or inconsistency as between the terms of the PSA and the Scope of Services, the terms of the PSA shall control.

- a. Compliance with Scope of Services – Services Generally. Without limiting the generality of the foregoing, DISTRICT shall perform all services and obligations hereunder in accordance with the Scope of Services in a timely, professional, workmanlike and competent manner consistent with the highest industry standards, including but not limited to, Sections 1.1 (Emergency Ground Ambulance Services Within EOA-1), 1.3 and VIII (Medical Control; Medical Control and Clinical Performance), III (Response Times and Levels), and 9.4 (Electronic Patient Care Reporting).
- b. Services Outside EOA-1. COUNTY and DISTRICT acknowledge and agree that:
 - i. DISTRICT currently provides emergency ground ambulance services and ALS services outside of EOA-1 in other operating areas located in COUNTY;
 - ii. Except as expressly authorized by COUNTY under a separate written agreement with COUNTY or a written agreement addressing Mutual Aid (as that term is

- defined in the Scope of Services), EOA-1 is the only EOA in COUNTY in which DISTRICT shall provide the services described in the Scope of Services; and
- iii. DISTRICT will ensure that DISTRICT's provision of emergency ground ambulance services and ALS services outside of EOA-1 shall not reduce, diminish, or have a negative impact on DISTRICT's performance of its obligations hereunder.
 - c. Personnel. DISTRICT shall comply, and ensure compliance by its contractors and subcontractors (as applicable), with all applicable provisions of this Agreement and the Scope of Services, including without limitation all provisions pertaining to any workforce, employees, and personnel, and training thereof, as set forth in the Scope of Services, including, but not limited to, Section VI (Personnel) and Section 7.2 (Disaster Preparedness, Assistance and Response).
 - d. Complaints. DISTRICT shall implement and maintain a mechanism for soliciting, responding to, and resolving customer complaints as set forth in Section 8.3 of the Scope of Services.
- 4. Key Personnel.** The parties acknowledge that in the performance of this Agreement, from time to time, certain operational concerns or issues may arise. Accordingly, the parties shall appoint certain key personnel to serve as the initial point of contact for such operational concerns or issues for purposes of this Agreement (“**Key Personnel**”).
- a. Key Personnel. DISTRICT and COUNTY may appoint one or more persons to serve as its Key Personnel for purposes of this Agreement.
 - b. List of Key Personnel. COUNTY's and DISTRICT's Key Personnel, including their respective contact information and functions under this Agreement, shall be as set forth in **Exhibit 2** (“**List of Key Personnel**”). COUNTY and DISTRICT shall from time to time meet and confer regarding, and promptly update as needed, the List of Key Personnel, including with respect to such Key Personnel's contact information, following any change thereof. For the avoidance of doubt, any changes to the List of Key Personnel in compliance with this Agreement shall not constitute an amendment to this Agreement.
 - c. Communications between Key Personnel. Each party shall have direct access to the other party's Key Personnel at all times, including a right to call regular meetings with such Key Personnel, as well as unscheduled communications and visits. DISTRICT's Key Personnel shall cooperate in good faith with COUNTY. Notwithstanding the foregoing, Key Personnel's communications regarding day-to-day operational issues shall not relieve either party of any obligation to provide formal notice under this Agreement pursuant to Section 25, nor shall any communication from a parties' Key Personnel waive the other party's rights to receive formal notice as set forth herein.
 - d. Resolution of Operational Concerns and Issues With Key Personnel. The parties acknowledge and agree that they intend to work together through their respective Key Personnel to solve operational concerns or issues as appropriate.

- i. If DISTRICT's Key Personnel are nonresponsive, uncooperative, or their suggested resolution of an operational concern or issue is unsatisfactory to COUNTY, then, in COUNTY's reasonable discretion, COUNTY may (a) escalate the concern or issue to DISTRICT's EMS Contract Manager and then to DISTRICT's Fire Chief, and (b) for DISTRICT's Key Personnel other than DISTRICT's Fire Chief, require DISTRICT to designate an individual to serve alongside existing DISTRICT Key Personnel as an alternate point of contact, who shall be added to DISTRICT's Key Personnel.
- ii. If COUNTY's Key Personnel are nonresponsive, uncooperative, or their suggested resolution of an operational concern or issue is unsatisfactory to DISTRICT, DISTRICT may (a) escalate the concern or issue either to the Medical Director, in the case of all Clinical Decisions, or the COUNTY's Public Health Division Director, then the Authorized Actor, for all other purposes; and (b) for COUNTY's Key Personnel other than the Medical Director, COUNTY's Public Health Division Director, or the Authorized Actor, request COUNTY designate an individual to serve alongside existing COUNTY Key Personnel as an alternate point of contact, who shall be added to COUNTY's Key Personnel.
- iii. Nothing in this Section 4.d shall be deemed to be a waiver or release of any rights or remedies available to either party under this Agreement or to require a party to resolve any issues or disputes under this Section before taking any other action or seeking any other relief available to such party.

5. Permits, Licenses, And Approvals.

- a. **DISTRICT Licensure.** DISTRICT, at its sole expense, shall hold and maintain in good standing all federal, state, and local licenses, permits, accreditations, approvals or other authorizations necessary for DISTRICT to provide services or perform obligations under this Agreement, including all licenses, permits, accreditations, approvals or authorizations for the provision of emergency ground ambulance services, ALS, and for operation of ambulance vehicles used in the provision thereof.
 - i. For purposes of this Agreement, "**good standing**" means there is no suspension, revocation, probation, or other restriction or limitation for any reason (including the failure to pay licensing fees), which prevents or restricts the holder of the license, permit, accreditation, approval or authorization from performing their respective obligations under, or services authorized under, this Agreement, including, by way of example and without limitation, restrictions or limitations placed by a licensing agency upon DISTRICT's license pursuant to any consent decree, settlement agreement or an administrative decision of the licensing agency, which prevents or restricts the holder from performing any of their obligations under this Agreement.
 - ii. The parties acknowledge and agree that this Agreement and DISTRICT's ongoing, satisfactory performance hereunder, shall satisfy the ALS and paramedic service provider approval and/or authorization requirements of Health and Safety Code

Section 1797.178, California Code of Regulations, title 22, Sections 100145(b) and 100168(b)(4), as well as the requirements for Paramedic service provider agreements in Sonoma County Code Section 28-7(a).

- b. Contractors and Subcontractors Licensure. DISTRICT shall ensure that all DISTRICT contractors and subcontractors performing services or obligations under this Agreement hold and maintain all licenses, permits, accreditations, approvals, or authorizations in good standing as required to perform such services or obligations. If any DISTRICT contractor or subcontractor performing services or obligations under this Agreement fails to maintain in good standing any license, permit, accreditation, approval, or other authorization necessary for that person to perform such services or obligations, DISTRICT shall ensure the contractor or subcontractor does not perform those services or obligations until and unless the contractor's or subcontractor's license, permit, accreditation, approval, or authorization is in good standing.
 - i. COUNTY Ambulance Service Provider Permits. The parties acknowledge and agree that:
 - A. As of the Effective Date of this Agreement, CVEMSA is in the process of adopting, but has not yet adopted, a policy for the issuance of ambulance service provider permits pursuant to Section 28-6 of the Sonoma County Ordinance.
 - B. DISTRICT is exempt from CVEMSA's forthcoming ambulance service provider permitting policy pursuant to Section 28-6(c) of the Sonoma County Ordinance.
 - C. DISTRICT's private ambulance services subcontractor will be subject to CVEMSA's forthcoming ambulance service provider permitting policy pursuant to Section 28-6(b) of the Sonoma County Ordinance.
 - D. Nothing in CVEMSA's forthcoming ambulance service provider permitting policy, the permitting process, or the resulting permits shall conflict with this Agreement or DISTRICT's rights, obligations, or requirements hereunder.
- c. Personnel Licensure. DISTRICT shall ensure that all personnel performing services under this Agreement, including the personnel of DISTRICT's contractors and subcontractors, hold and maintain all licenses, permits, accreditations, approvals or authorizations in good standing as required for the personnel to perform the services. If any person performing services under this Agreement fails to maintain any license, permit, accreditation, approval, or other authorization necessary for that person to perform such services, DISTRICT shall ensure such person does not perform those services until and unless the person's license, permit, accreditation, approval, or authorization is in good standing.
- d. Vehicle Licenses and Permits. All vehicles used in the performance of services under this Agreement must be properly licensed, permitted, or otherwise authorized as necessary for lawful operation and use in the performance of such services. If any vehicle to be used in

the performance of services under this Agreement has not been issued any license, permit, or other authorization necessary for that vehicle to be lawfully operated and used in the performance of such services, DISTRICT shall ensure such vehicle is not operated or used in the performance of services until and unless the vehicle is issued the necessary license, permit, or other authorization.

- e. Expiration of License. In the event that any person fails to continuously maintain in good standing any license, permit, accreditation, approval, or other authorization necessary for the person to perform its obligations under this Agreement, DISTRICT shall neither provide nor seek or obtain compensation for services performed by such person, commencing the day after the license, permit, accreditation, approval or authorization is revoked or otherwise expires, and until the person's license, permit, accreditation, approval, or authorization is renewed and in good standing, and meets all requirements under applicable law. For purposes of this Agreement, the renewal date is the date the licensing board or agency, or other governing body issues a renewed license, permit, accreditation, approval or authorization, and it is irrelevant whether the licensing board or agency, or other governing body retroactively grants the license, permit or authorization.

6. Compensation.

- a. COUNTY Services; Fees & Invoices. CVEMSA shall provide the services to DISTRICT and DISTRICT shall pay fees to COUNTY for services rendered by CVEMSA as set forth in Section XII of the Scope of Services. DISTRICT shall be responsible for timely payment to COUNTY for all invoices and fees as set forth in Section 12.3 of the Scope of Services.
- b. DISTRICT Services.
 - i. Subject to the other terms and provisions of this Agreement, as compensation for the services, equipment, and materials furnished pursuant to this Agreement, DISTRICT shall receive the following as full compensation: (i) the ambulance service rights conferred hereunder; (ii) the use of COUNTY systems, networks, facilities, and public streets and rights-of-way as specified hereunder; and (iii) income for services rendered, if any.
 - ii. Except as expressly provided for in this Agreement, DISTRICT shall not receive a subsidy or any other compensation from COUNTY for the performance of any services pursuant to this Agreement.
 - iii. DISTRICT's charges to patients for ambulance transport and services rendered within EOA-1, as that term is defined hereunder, pursuant to this Agreement are subject to the rate schedule in **Exhibit 3** of this Agreement (the "**Authorized Rates and Charges**"), and Section X of the Scope of Services. DISTRICT shall comply with Section 10.3 of the Scope of Services with respect to any billing or collection practices.

7. Compliance. In connection with the performance of all their respective obligations under this Agreement, DISTRICT, and any contractor or subcontractor (including DISTRICT's ambulance services and billing and collections subcontractors), shall comply with this Agreement and all applicable federal and state laws, rules, regulations and other requirements, including without limitation those concerning pricing, billing and collections, and cost reporting. Nothing in this Agreement shall be construed as permitting, requiring, or encouraging submission of claims to any payer that are not medically reasonable and necessary or that fail to meet the applicable payer's requirements.

8. Exclusive Services.

- a. **Exclusive Operator.** The parties acknowledge and agree that exclusivity is a significant, though not sole, consideration underlying this Agreement. It is the intent of the parties that DISTRICT shall be the exclusive provider of ALS and basic life transport services ("BLS") emergency ground ambulance services to the extent set forth in Section 1.1.A of the Scope of Services, within the service area designated as EOA-1 and depicted on the map attached hereto as **Exhibit 4**, and in forthcoming local EMS plans by CVEMSA.
- b. **EMSA Approval of EOA-1.** The express goal of the EMSA-approved EOA-1 RFP is the selection of a contractor with whom COUNTY will enter into an exclusive, performance-based agreement for the provision of emergency ground ambulance transportation for response to 9-1-1 calls and other emergency or urgent medical call requests made by the COUNTY authorized/designated dispatch center, and ambulance transport of patients within the EMS system. The EOA-1 RFP was designed to achieve this goal by selecting an exclusive provider and determining the scope of its operations within EOA-1 through a competitive process pursuant to California Health and Safety Code Section 1797.224. This Agreement is the direct result of such a competitive process. The parties acknowledge and agree that, pursuant to California Health and Safety Code Sections 1797.85, 1797.105(b) and 1797.224, EOA-1 is valid and enforceable unless and until EMSA disapproves the creation of EOA-1 in connection with its review of CVEMSA's forthcoming local EMS plan for EOA. The parties shall use good faith efforts to secure approval of EOA-1 from EMSA; provided, however, the parties acknowledge and agree that, notwithstanding anything to the contrary, COUNTY has no authority to control the process for, or to require, EMSA approval of EOA-1.
- c. **Review of EMSA Disapproval of EOA-1.** In the event that EMSA disapproves EOA-1, the parties shall meet and confer in good faith regarding the need for, and to cooperate with each other regarding, administrative appeals and judicial review of EMSA's determination, provided, however, that the determination whether and how COUNTY may pursue any administrative appeal or judicial review is within the sole discretion of COUNTY. If COUNTY decides to pursue an administrative appeal or seek judicial review of such determination, the parties shall continue to treat EOA-1 as valid and effective during the pendency of such proceedings, unless such party has a good faith belief that to do so would result in a violation of applicable law, rule or regulation or is ordered otherwise by a court of competent jurisdiction. Nothing in this paragraph shall be construed to modify, limit, abridge, or enlarge the parties' legal rights and remedies or to divest COUNTY's or

DISTRICT's governing bodies of their discretion over such matters, or otherwise direct or require such governing bodies to exercise their discretion in any particular matter.

d. Reformation of Agreement.

- i. If EMSA expressly disapproves the creation of EOA-1, and COUNTY chooses not to appeal or seek review of such disapproval or the disapproval is upheld by a reviewing body, the parties acknowledge and agree to renegotiate the terms of this Agreement in accordance with the parties' intent hereto and pursuant to COUNTY's authority under the EMS Act, and if possible and appropriate, resubmit the reformed Agreement to EMSA for review; provided, at COUNTY's request, DISTRICT agrees to continue to provide the same services within the same service area as contemplated herein, and in accordance with the provisions of any definitive agreement resulting from the parties' renegotiations, notwithstanding any loss of exclusivity.
 - ii. Upon a judicial determination that any term or provision of this Section 8 is invalid, illegal, or otherwise unenforceable, a court of competent jurisdiction may modify this Section 8 to give effect to the original intent of the parties to the maximum extent permissible under applicable law. Subject only to the preceding sentence, nothing in this Agreement shall obligate either party to agree to any revisions to the terms of this Agreement.
- e. Condition Precedent. Sections 8.c and 8.d shall become effective only upon EMSA's express disapproval of EOA-1.

9. Independent Contractor. DISTRICT shall at all times be an independent contractor with respect to COUNTY in the performance of DISTRICT's obligations under this Agreement. Nothing in this Agreement shall be construed to create any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither DISTRICT nor any of its officers, agents, employees, or subcontractors may hold himself, herself, or itself out as an officer, agent or employee of COUNTY, nor shall incur any contractual or financial obligation on behalf of COUNTY without COUNTY's express prior written consent. No person shall have any claim under this Agreement against COUNTY for vacation pay, sick leave, salary or other form of compensation, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10. Equitable Relief. Because the obligations of each of the parties under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, each party, in addition to any other rights or remedies which such party may possess, shall be entitled to injunctive and other equitable relief in the event of any breach or threatened breach of this Agreement by the other party.

11. Insurance. At minimum, DISTRICT shall obtain and maintain in full force and effect, throughout the Term of this Agreement, and for a sufficient period of time thereafter as necessary to insure COUNTY against any claim or claims for damages occasioned directly or indirectly in connection with the performance of any duties or responsibilities pursuant to this Agreement (except as otherwise specified below), the insurance coverage as set forth in this Section 11. All insurance policies shall be provided by an insurer with an A.M. Best Rating of A:VII or better. DISTRICT shall maintain such insurance coverage at DISTRICT's sole expense. DISTRICT shall ensure that the entirety of the policy limits under each insurance policy required hereunder are available to COUNTY and not to any other person, including any other person with whom DISTRICT conducts business.

- a. **Workers' Compensation Insurance.** To the extent required by law, during the Term of this Agreement, DISTRICT, at its sole expense, shall provide and maintain workers' compensation insurance for the performance of any of DISTRICT's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation. Neither DISTRICT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of workers' compensation claims arising out of the direct or indirect performance of any duties or responsibilities pursuant to this Agreement.
- b. **Liability Insurance.** DISTRICT shall obtain and maintain the following liability insurance coverages:
 - i. **General Liability.** Commercial general liability insurance coverage (personal injury and property damage) in an amount not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of DISTRICT or any officer, agent, or employee of DISTRICT under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
 - ii. **Professional Liability/Errors and Omissions.** Professional liability or errors and omissions insurance for all activities of DISTRICT arising out of or in connection with this Agreement in an amount not less than Five Million Dollars (\$5,000,000) per claim.
 - iii. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with DISTRICT's business in amounts not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence and not less than Ten Million Dollars (\$10,000,000) aggregate. Such coverage shall be business auto insurance coverage using Insurance Services Office ("ISO") form number CA 0001 06 92, including symbol 1 (any Auto), or the exact equivalent. If DISTRICT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability insurance described in Section 11.b.i above. If DISTRICT or DISTRICT's employees, officers, or agents will use

personal automobiles in any way in the performance of this Agreement, DISTRICT shall provide evidence of personal auto liability coverage for each such person upon request.

- iv. **Employer's Liability Insurance.** Employer's liability insurance in the amount of not less than One Million Dollars (\$1,000,000) for each accident; One Million Dollars (\$1,000,000) policy limit for bodily injury by disease; and One Million Dollars (\$1,000,000) for each employee bodily injury by disease.
- v. **Cyber Security Insurance.** Privacy and Network Security insurance in the amount of not less than Five Million Dollars (\$5,000,000) per occurrence, to be carried at all times during the Term of the Agreement, and for a period of three (3) years following the termination or expiration of this Agreement.
- c. **Certificates of Coverage.** All insurance coverages referenced in this Section 11 shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager as outlined below, which shall be filed by DISTRICT with DHS prior to commencement of performance of any of DISTRICT's duties. Examples of other evidence include, but are not limited to, policy declaration pages, additional insured endorsements, and subrogation waiver endorsements. Where non-commercial coverage is in place such as through public sector coverage pools, equivalent manuscript certificates and endorsements may be provided. However, COUNTY shall have sole discretion in determining whether such other evidences of coverage satisfy DISTRICT's obligations with respect to this Section 11.
 - i. All certificate(s) or other evidence of coverage shall:
 - A. Reference this Agreement by its COUNTY number or title and department;
 - B. Be kept current during the term of this Agreement;
 - C. Provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and
 - D. Provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insureds' liability.
 - ii. For the commercial general liability insurance coverage referenced in Section 11.b.i, the professional liability or errors or insurance coverage referenced in Section 11.b.ii, the comprehensive automobile liability insurance coverage

referenced in Section 11.b.iii where the vehicles are covered by a commercial policy rather than a personal policy, the employer's liability insurance coverage referenced in Section 11.b.iv, and the privacy and network security insurance coverage referenced in Section 11.b.v, DISTRICT shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, DISTRICT shall file with the evidence of coverage an endorsement waiving subrogation.

- iii. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of DISTRICT not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of DISTRICT under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use ISO Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.
- iv. Upon request by COUNTY's Risk Manager, DISTRICT shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.
- d. Deductibles/Retentions. Any deductibles shall be declared to, and be subject to approval by COUNTY's Risk Manager, which approval shall be granted unless the COUNTY's Risk Manager determines that the deductibles are unreasonably large in relation to the risks of liability associated with the activities required of DISTRICT by this Agreement. At the option of and upon request by COUNTY's Risk Manager, if the Risk Manager determines that such deductibles are unreasonably large, either the insurer shall reduce or eliminate such deductibles with respect to COUNTY, its officers, employees, agents, and volunteers or DISTRICT shall procure a bond (in addition to DISTRICT's obligations to secure a performance guarantee pursuant to Section 12) guaranteeing payment of losses and related investigations claims administration and defense expenses.
- e. Inclusion in Subcontracts. DISTRICT agrees to require all contractors, subcontractors, and any other person involved in providing services under this Agreement identified in **Exhibit 5** of this Agreement (the "**Contractor Insurance Schedule**") to meet, independent from any insurance coverage of DISTRICT, the insurance obligations and requirements applicable to DISTRICT under this Section 11, including without limitation obtaining insurance policies required hereunder and naming COUNTY as an additional insured on such policies. For the avoidance of doubt DISTRICT's insurance obligations and requirements as set forth in this Section 11 shall likewise apply to the contractor, subcontractor, or person to the extent specified in Exhibit 5 for that contractor, subcontractor, or person.

f. **Failure to Comply.** Failure by COUNTY to demand evidence of full compliance with the insurance obligations herein or to identify any insurance deficiency shall not relieve DISTRICT, nor be construed or deemed a waiver of, DISTRICT's obligation to maintain the required insurance at all times during the performance of this Agreement.

12. Performance Security. DISTRICT shall obtain and maintain in full force and effect, throughout the Term of this Agreement, a performance guarantee of Two Million Dollars (\$2,000,000) in the form of (i) cash, (ii) letter of credit, or (iii) performance security bond, issued by a bonding company, which is an admitted surety insurer under the provisions of Title 14, Chapter 2, Article 6 of the California Code of Civil Procedure, commencing with Sections 995.610 *et seq.*, and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable by COUNTY in its sole discretion as to form and content. The performance security shall be released to COUNTY in full upon DISTRICT's Material Breach or abandonment of this Agreement or upon immediate termination and Emergency Takeover by COUNTY pursuant to Section 17.b.vi.A and Section 19, respectively. In the event of all other breaches of this Agreement by DISTRICT, the performance security shall be released to COUNTY, but only to the extent necessary to pay for COUNTY's damages, fees and costs incurred as a result of such breach.

13. Hold Harmless/Defense/Indemnification.

- a. **DISTRICT's Obligations to COUNTY.** To the full extent permitted by law, DISTRICT shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees, and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of DISTRICT or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. Nothing in this provision shall be read as allowing DISTRICT to select counsel for or control litigation involving COUNTY. Before entering a settlement agreement, executing a release, or otherwise taking any actions that may impair DISTRICT's rights, COUNTY to the extent permitted by law, shall provide notice to, and if promptly requested, meet and confer with DISTRICT regarding such settlement, release, or action. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work-product privilege.
- b. **DISTRICT's Obligations Relating to Background Checks.**

- i. If DISTRICT's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this Section 13.b referred to as "**Vulnerable Persons**"), then DISTRICT shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its and its subcontractor's officers, agents, employees, interns, and volunteers, however denominated, who will have direct personal contact with, or provide direct personal services to, Vulnerable Persons in the performance of this Agreement (hereafter in this Section 13.b referred to as, "**Vulnerable Persons Personnel**"). With respect to Vulnerable Persons Personnel who are licensed by the State of California, in which the applicable licensing body conducts a criminal background investigation as a condition to maintain such license, evidence of an active, unrestricted license shall be deemed to satisfy the DISTRICT's obligations to conduct an investigation of such Vulnerable Persons Personnel, unless the DISTRICT has reason to further investigate. DISTRICT shall not allow any Vulnerable Persons Personnel to have personal contact with, or provide direct personal services to, Vulnerable Persons (A) prior to its completion of such Vulnerable Persons Personnel's background investigation, or (B) where it may reasonably be concluded as a result of DISTRICT's investigation that such Vulnerable Persons Personnel should not have such contact or provide such services.
- ii. DISTRICT shall be solely responsible for determining and approving of the character, fitness and qualifications of all persons (including volunteers, agents, or representatives), including Vulnerable Persons Personnel, to provide the services required of DISTRICT under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law or by this Section 13.b.
- c. **Risk Allocation.** Except as otherwise provided in Sections 13.a and 13.b, it is the intention of the parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or the other's supervisors, directors, officers, agents, and employees. The parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this Agreement pursuant to Government Code Section 895.6. Instead, pursuant to Government Code Section 895.4, the parties agree to use principles of comparative fault when apportioning fault for any and all liability or losses that may arise out of the performance of this Agreement.

14. DISTRICT's Legal and Regulatory Compliance. DISTRICT represents, warrants and covenants to COUNTY as follows:

- a. **Licenses; Permits.** DISTRICT has obtained all licenses, permits, authorizations, accreditations, required by this Agreement, including the Scope of Services, and under applicable law, to perform the services and obligations as set forth in this Agreement.
- b. **Performance.** COUNTY has relied upon the professional ability and training of DISTRICT in entering into this Agreement. DISTRICT hereby agrees that all its work will be

performed and that its operations shall be conducted in accordance with this Agreement, generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of DISTRICT's work by COUNTY shall not operate as a waiver or release.

- c. Compliance with Confidentiality and Privacy Laws. DISTRICT shall, at all times, observe and comply, and ensure compliance by its contractors, subcontractors, consultants, officers, agents, and employees, with the provisions of Section 22.
- d. Compliance with Other Laws. DISTRICT shall, at all times, observe and comply, and ensure compliance by its contractors, subcontractors, consultants, officers, agents, and employees, with all applicable federal, state and local laws, regulations, statutes, and policies, including as set forth in Section 30, and DISTRICT acknowledges its independent duty to be and to remain informed of all changes in such laws, regulations, statutes, and policies without reliance on COUNTY to provide notice of such changes.
- e. Reasonable Compensation and Benefits. DISTRICT agrees that to attract and retain experienced and highly qualified ambulance personnel, DISTRICT shall provide reasonable compensation and benefits: (i) equal to or greater than the current rates being paid to ambulance personnel working for the designated provider in EOA-1 as of the Effective Date; and (ii) comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the same geographic region.

15. Audit; Inspections; Reports; and Right to Access Monitor and Audit.

- a. Records. DISTRICT and its contractors and subcontractors performing services under this Agreement shall maintain complete and accurate records, including books, documents, and papers, payroll, daily logs, and contracts, pertaining to operational, financial, clinical, personnel, and other matters directly related to the performance of this Agreement ("the **“Records”**"), and shall specifically maintain complete and accurate financial Records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles. DISTRICT shall maintain and make the Records available as set forth in this Section 15 and as otherwise in accordance with this Agreement and applicable federal, state, and local laws. This Section 15 shall survive termination or expiration of this Agreement, but only for so long as such Records must be maintained pursuant to this Agreement or applicable federal, state, and local laws.
- b. Year-End Financial Reporting; Billing Compliance.
 - i. DISTRICT shall make available a **“Year-End Financial Report”** to the COUNTY for review, which shall include, at minimum, annual financial statements reviewed by an independent public accounting firm in accordance with general accepted accounting principles.

- ii. The Year-End Financial Report shall be made available to COUNTY on an annual basis within ninety (90) calendar days of the close of DISTRICT's fiscal year, or earlier upon COUNTY's reasonable request.
 - iii. If DISTRICT's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the services provided pursuant to this Agreement shall be required and DISTRICT shall have them reviewed by an independent auditor.
 - iv. DISTRICT shall make available quarterly system reports to include revenue and system expenses as compared to budget in a manner approved by COUNTY.
 - v. COUNTY reserves the right to require DISTRICT to provide COUNTY with other periodic reports, in a format approved by COUNTY, and within a reasonable amount of time, to determine compliance with this Agreement.
- c. Other Reporting Obligations. DISTRICT shall comply with all other reporting and access obligations, as set forth in the Scope of Services, including Section IX of the Scope of Services.
- d. Audits and Inspection Rights.
- i. COUNTY reserves the right to access, inspect, audit, examine, excerpt, transcribe, and copy (or otherwise reproduce) all Records, including for purposes to determine compliance with this Agreement, or to evaluate the quality, appropriateness, or timeliness of services performed. DISTRICT shall provide COUNTY all Records upon reasonable request. All such Records shall be made available to COUNTY at 1269 A Corporate Center Parkway, Santa Rosa, California or other mutually agreeable location.
 - ii. DISTRICT shall permit any federal, state, or local governmental authority, including the California State Controller, the Comptroller General of the United States, and any regulatory or accrediting body with respect to the services performed hereunder, to inspect, audit, examine, excerpt, transcript, and copy (or otherwise reproduce) Records necessary to determine compliance with applicable law or to evaluate the quality, appropriateness, or timeliness of services performed. Furthermore, DISTRICT shall comply with all program and fiscal reporting requirements set forth by applicable federal, state, and local laws, rules, regulations, guidance, or policies, and as required pursuant to this Agreement.
- e. Observation.
- i. A COUNTY representative may, at any time during normal business hours and as often as may be deemed reasonably necessary by COUNTY, ride along on any of DISTRICT's ambulances or supervisor vehicles used in the performance of services under this Agreement, subject to applicable law, to observe DISTRICT, its

contractors and subcontractors, and their respective employees and agents to ensure they conduct themselves in a professional, courteous, and respectful manner and are following COUNTY policies and procedures and in compliance with this Agreement.

- ii. A COUNTY representative may inspect any of DISTRICT's or its contractors' or subcontractors' ambulances or supervisor vehicles at any time to ensure they meet the requirements of this Agreement.
- iii. At any time during normal business hours and as often as may be deemed reasonably necessary by COUNTY, COUNTY representatives may observe DISTRICT's office operations.
- iv. DISTRICT shall provide COUNTY representatives access to all monitoring systems used by DISTRICT, including but not limited to CAD, AVL, mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information used for the delivery of services under this Agreement. DISTRICT shall also ensure remote access to the foregoing for authorized personnel as specified by COUNTY at DISTRICT's sole expense.
- v. In exercising any rights of observation under this Section 15.e, COUNTY representatives:
 - A. Shall conduct themselves in a professional and courteous manner;
 - B. Shall, at all times, be respectful of DISTRICT's and its ambulance services subcontractor's employer/employee relationships;
 - C. Shall not carry any firearms, knives, or other weapons;
 - D. Shall maintain a professional appearance and shall not wear clothes or outfits that resemble the uniforms of public safety or emergency services workers;
 - E. Shall not resist, delay, obstruct, or otherwise interfere with DISTRICT, its ambulance services subcontractor, or their respective employees in the performance of their duties; and
 - F. Shall obey all lawful orders of DISTRICT's firefighter personnel, including, but not limited to orders relating to the management of the scene of an emergency pursuant to California Health and Safety Code Section 1798.6 and CVEMSA Policy No. 1003.
- vi. If, while exercising the right of observation under Section 15.e.i, a COUNTY representative that is also a medical professional ("COUNTY Medical Representative") desires to be involved in ALS patient care, the following shall apply:

- A. If they are a licensed physician (MD or DO), the COUNTY Medical Representative may:
 - 1. Offer to assist with another pair of eyes, hands, or suggestions, but letting the prehospital EMS personnel remain under base hospital control;
 - 2. Request to speak to the base station physician and directly offer their medical advice and assistance; or
 - 3. Take total responsibility for the care given by the prehospital EMS personnel and physically accompany the patient until the patient arrives at a hospital and responsibility is assumed by the receiving facility, sign for all instructions given in accordance with local policy and procedures, and whenever possible, remain in contact with the base station physician.
- B. If they are a licensed medical provider other than a physician (e.g., Registered Nurse, Nurse Practitioner), licensed paramedic, or certificated EMT, the COUNTY Medical Representative may assist the prehospital EMS personnel with another pair of eyes, hands, or suggestions, but shall not assume responsibility for patient care.

vii. Limitations on Observations. COUNTY acknowledges and agrees that:

- A. DISTRICT's indemnification obligations under Section 13.a shall not apply to COUNTY Medical Representatives engaged in ALS patient care services pursuant to Section 15.e.vi; and
- B. DISTRICT's insurance obligations shall not extend to COUNTY Medical Representatives providing ALS patient care under Section 15.e.vi.
- f. Retention. DISTRICT shall maintain all Records for at least ten (10) years, except where longer retention is required by any federal, state, or local law, and in accordance with any applicable record retention or recordkeeping requirements.

16. Annual Performance Evaluation

- a. COUNTY will evaluate the overall performance of DISTRICT annually through the Emergency Medical Care Committee ("EMCC") or substitute or successor committee designated by COUNTY. This performance evaluation will be publicly available.
- b. Within ninety (90) calendar days of the close of DISTRICT's fiscal year, DISTRICT shall produce an annual performance report which at a minimum, shall include the prior twelve (12) months response time performance, the prior four (4) quarterly clinical performance measure reports, and the prior four (4) quarterly financial system statements as part of the performance evaluation which shall also include:

- i. Documentation of DISTRICT's overall compliance with the terms and conditions of this Agreement;
- ii. Objective and auditable documentation of DISTRICT's compliance with Response Time Standards, as defined and set forth in the Scope of Services;
- iii. Objective and auditable documentation of DISTRICT's compliance with Clinical Performance measures and standards and KPIs, as defined and set forth in the Scope of Services;
- iv. Objective analysis and evaluation of DISTRICT's quality management program in assuring the consistent delivery of high-quality clinical care, including without limitation, in accordance with EMSA Guideline #166: Emergency Medical Services Quality Improvement Program Model Guidelines (Rev. 3/04);
- v. Objective and auditable documentation of DISTRICT's financial performance and stability;
- vi. Documentation of actions of DISTRICT's personnel in collaborating with COUNTY and system stakeholders regarding EMS system issues and related efforts to improve the delivery of efficient, compassionate prehospital care to residents and visitors of the COUNTY;
- vii. Documentation of DISTRICT's customers' objective and subjective satisfaction with DISTRICT's services; and
- viii. Objective documentation of community engagement by DISTRICT, including education and prevention activities.

17. Termination. This Agreement may be terminated as described below:

- a. Mutual Agreement. This Agreement may be terminated upon the written mutual consent of the parties to terminate this Agreement.
- b. Termination for Cause by COUNTY. COUNTY shall have the right to terminate this Agreement for cause upon a Material Breach by DISTRICT, as defined in Section 18.a, as follows:
 - i. Notice of Default. COUNTY shall give DISTRICT written notice, by U.S. mail return receipt requested, setting forth with reasonable specificity the Material Breach (the "**COUNTY's Notice of Default**"). DISTRICT shall have fifteen (15) days upon receipt of COUNTY's Notice of Default to cure such breach, or as otherwise agreed to by the parties (the "**Cure Period**").
 - ii. Plan of Action. Within five (5) days of receipt of COUNTY's Notice of Default, DISTRICT shall provide COUNTY with a plan of action, setting forth DISTRICT's

plan to cure the Material Breach with reasonable specificity within the Cure Period (the “**DISTRICT’s Plan of Action**”).

- iii. **Notice of Breach.** If COUNTY reasonably determines DISTRICT has failed to cure the Material Breach identified in COUNTY’s Notice of Default upon expiration of the Cure Period, or DISTRICT’s Plan of Action is not reasonably likely to cure such breach within the Cure Period or a reasonable time thereafter as agreed to by the parties, COUNTY shall give DISTRICT written notice, by U.S. mail return receipt requested, setting forth with reasonable specificity its determination and the facts and reasons supporting its determination (the “**COUNTY’s Notice of Breach**”).
- iv. **Failure to Cure.** If COUNTY reasonably determines that DISTRICT failed to: (1) cure the Material Breach identified in COUNTY’s Notice of Default and Breach prior to the expiration of the Cure Period or as otherwise agreed to by the parties, (2) revise DISTRICT’s Plan of Action to make it reasonably likely to cure such breach within the Cure Period or as otherwise agreed to by the parties; or (3) timely provide DISTRICT’s Plan of Action prior to the expiration of the Cure Period, then COUNTY shall have all remedies available to it under applicable law, including without limitation, the following:
 - A. Immediately terminate the Agreement;
 - B. Provide a specific Cure Period for DISTRICT to cure the Material Breach, which COUNTY shall describe by notice to DISTRICT; or
 - C. Deem the Material Breach to be a partial breach of the Agreement, affirm the existence of the Agreement, and seek relief for the partial breach, if any.
- v. **Administrative Hearing.** Nothing in this Section 17.b shall be construed to waive DISTRICT’s right to request a hearing to show cause why the Agreement should not be terminated under Sections 28-19(b) and 28-21 of the Sonoma County Ordinance, to the extent applicable.
- vi. **Immediate Termination.** Notwithstanding any other provision in this Agreement, COUNTY may immediately terminate this Agreement on the terms and conditions in this Section.
 - A. **Grounds for Immediate Termination.** COUNTY may immediately terminate this Agreement if COUNTY reasonably determines DISTRICT has committed a Material Breach identified in Sections 18.a.ii, 18.a.xviii, 18.a.xix, 18.a.xx, 18.a.xxii, or 18.a.xxi, or in the event COUNTY elects to effect an Emergency Takeover in accordance with Section 19.
 - B. **Administrative Hearing.** Nothing in this Section 17.b.vi shall be construed to waive DISTRICT’s right to request a hearing on COUNTY’s immediate

termination of the Agreement under Sections 28-20(a) and 28-21 of the Sonoma County Ordinance, to the extent applicable.

- c. Termination Under County Ordinance. In addition to the rights of COUNTY to terminate this Agreement as set forth in Section 17.b, COUNTY may also terminate this Agreement in accordance with Sections 28-19 and 28-20 of the Sonoma County Ordinance. DISTRICT shall be entitled to its full rights as provided therein, including but not limited to, notice and hearing rights as set forth in Article VI, Chapter 28 of the Sonoma County Ordinance.
- d. Termination for Cause by DISTRICT. DISTRICT shall have the right to terminate this Agreement for cause upon a Material Breach by COUNTY, as defined in Section 18.b, as follows:
 - i. Notice and Opportunity to Cure. In the event of a Material Breach by COUNTY, DISTRICT shall give COUNTY written notice, by U.S. mail return receipt requested, setting forth with reasonable specificity the Material Breach. Within five (5) days of receipt of such notice, COUNTY shall deliver to DISTRICT, in writing a plan of action to cure such Material Breach, which shall be promptly updated, as needed, until the breach is cured. COUNTY shall have the right to cure such Material Breach in the thirty (30) day period following receipt of notice of Material Breach, or as otherwise agreed to by the parties.
 - ii. Failure to Cure. If COUNTY fails to cure the Material Breach within the thirty (30) day period following receipt of notice, or as otherwise agreed to by the parties, then DISTRICT may:
 - A. Immediately terminate the Agreement; or
 - B. Provide additional time for COUNTY to cure the Material Breach, which DISTRICT shall describe in written notice to COUNTY; or
 - C. Deem the Material Breach to be a partial breach of the Agreement, affirm the existence of the Agreement, and seek relief for the partial breach, if any.
- e. Effect of Termination.
 - i. Other Remedies. Notwithstanding any provision of this Agreement, termination of this Agreement (including pursuant to an Emergency Takeover) by COUNTY shall be in addition to, and not in limitation of, any other rights or remedies to which it is or may be entitled. Termination of this Agreement shall not relieve DISTRICT for payment of sums due to COUNTY under this Agreement, including any liquidated damages owed to COUNTY pursuant to the terms of the Scope of Services; provided, however, COUNTY may not recover damages, reimbursements, or any other monetary compensation duplicative of any liquidated damages actually paid by DISTRICT under the Scope of Services.

- ii. Surviving Obligations. The termination this Agreement, for any reason, shall not discharge either party from any obligation that survives the termination this Agreement pursuant to Section 28, or release any then-accrued liabilities.
- iii. Limitation on COUNTY Liability. COUNTY shall not be liable to any nonparty to this Agreement for any damages of any kind (whether direct or indirect) incurred by DISTRICT by reason of COUNTY's termination of this Agreement under Sections 17.b or 17.c, effectuation of an Emergency Takeover under Section 19, or both.

18. Material Breach

- a. DISTRICT's Material Breach. Nonperformance, events, and circumstances that constitute a "Material Breach" by DISTRICT under this Agreement shall include, but not be limited to, the following:
 - i. Failure of DISTRICT to operate the 9-1-1 emergency ambulance services in compliance with this Agreement and all applicable federal, state, and county laws, rules, and regulations; provided, that an individual immaterial infraction shall not constitute a Material Breach unless repeated, in which case it shall constitute a Material Breach;
 - ii. Failure of DISTRICT or its ambulance services subcontractor to maintain in good standing any license, permit, accreditation, approval or other authorization required to perform DISTRICT's obligations under this Agreement;
 - iii. Repeated, persistent failure of DISTRICT to maintain training records for clinical personnel in accordance with Section 6.11.A.2 of the Scope of Services;
 - iv. Intentional, repeated, or egregious failure of DISTRICT to prevent the provision of emergency ground ambulance or ALS services under this Agreement by DISTRICT or its ambulance service subcontractor's vehicles or personnel, where such vehicle's or personnel's license, permit, approval, or other authorization required to perform such services was not in good standing at the time such services were provided;
 - v. Any falsification of data supplied, or repeated failure to provide data, to COUNTY by DISTRICT during the course of operations, including, but not limited to, patient report data, response time, financial data, or any other data required under or provided to COUNTY pursuant to this Agreement;
 - vi. Failure by DISTRICT to maintain equipment in accordance with good maintenance practices;

- vii. Any unauthorized scaling down of operations to the detriment of performance by DISTRICT during any “lame duck” period or other period of transition to another provider of services;
- viii. Any attempts by DISTRICT to intimidate or otherwise punish non-management and management employees who desire to sign contingent employment contracts with competing providers during a subsequent proposal cycle;
- ix. Any repeated failure of DISTRICT’s employees to conduct themselves in a professional and courteous manner;
- x. Intentional, or repeated and persistent unintentional, failure of DISTRICT to comply with approved rate setting, billing, and collection procedures;
- xi. Any failure of DISTRICT to meet response time requirements or other standards, as set forth in Section III of the Scope of Services;
- xii. Any failure of DISTRICT to meet clinical performance standards as set forth in Section 8.6 of the Scope of Services;
- xiii. Failure of DISTRICT to collaborate and cooperate with COUNTY in good faith on clinical quality improvement programs, initiatives, or other similar activities regarding services performed under this Agreement;
- xiv. Failure of DISTRICT to use reasonable efforts to address, resolve, or remediate deficiencies regarding clinical quality improvement of services performed under this Agreement;
- xv. Any Failure of DISTRICT to pay liquidated damages to COUNTY on or before the 30th day after receipt of the invoice;
- xvi. Any failure by DISTRICT or by its contractors or other entities or persons to obtain or maintain insurance coverage in accordance with Section 11, or to provide sufficient evidence of such insurance as described in the same;
- xvii. Repeated failure of DISTRICT to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, response time data, clinical performance data, or financial data, within the time periods specified in the Scope of Services;
- xviii. Any failure of performance, clinical or otherwise, by DISTRICT or its contractors or subcontractors, which is reasonably determined by the COUNTY and confirmed by the COUNTY Medical Director to constitute an endangerment to public health and safety; provided, that a single action by an individual prehospital EMS personnel constituting a threat to the public health and safety within the meaning of California Health and Safety Code Section 1798.200(c) shall not constitute a

Material Breach unless such actions are repeated, insufficiently addressed by DISTRICT, or comprise a pattern or practice of DISTRICT, in which case it shall constitute a Material Breach;

- xix. DISTRICT makes, negotiates, or commences negotiations for partial or complete assignment of its assets for the benefit of creditors, pursuant to statutory or common law;
 - xx. DISTRICT suffers an appointment of a receiver, custodian, examiner, or a trustee for any of its property or assets;
 - xxi. DISTRICT terminates, liquidates, dissolves or files for bankruptcy; or
 - xxii. DISTRICT is suspended, excluded, or otherwise becomes ineligible to participate in Medicare, Medi-Cal, or any other government-sponsored health program.
- b. **COUNTY's Material Breach.** Nonperformance, events, and circumstances that constitute a “**Material Breach**” by COUNTY under this Agreement shall include, but are not limited to, the following:
- i. After receiving notice of non-compliance from DISTRICT, repeated and persistent failure of COUNTY to substantially perform any of its obligations in Section 8 (Exclusive Services);
 - ii. After receiving notice of non-compliance from DISTRICT, repeated and persistent failure of COUNTY to perform the services set forth in Section 12.1.A of the Scope of Services; or
 - iii. Failure of COUNTY to perform any of its obligations under this Agreement, which substantially frustrates or interferes with DISTRICT’s ability to perform services or obligations under, or otherwise comply with the terms of, this Agreement.

19. Emergency Takeover. COUNTY may elect to initiate an Emergency Takeover in accordance with this Section 19.

- a. **Initiating Emergency Takeover.** In the event COUNTY reasonably determines that an actual, anticipated or threatened Material Breach has or will occur and if, in COUNTY’s sole determination, such breach has or will endanger or pose a threat to public health and safety, and after DISTRICT has been given any applicable notice and opportunity to cure such breach in accordance with Section 17.b.i, the matter shall be presented to the County Counsel and the County Administrator. If the County Counsel and County Administrator concur that a Material Breach has occurred, and that health and safety would be endangered by allowing DISTRICT to continue its operations, COUNTY may elect to effect an immediate takeover of DISTRICT’s ambulances, equipment, and field substations used in the performance of services under this Agreement (“**Emergency Takeover**”).

b. Effecting Emergency Takeover. COUNTY shall effect the Emergency Takeover within seventy-two (72) hours after COUNTY's election in Section 19.a, as follows:

- i. All ambulances and equipment used in the performance of services under this Agreement (legal control of which DISTRICT will provide to the COUNTY at DISTRICT's sole cost and expense) and records necessary for the performance of services shall be deemed assigned to COUNTY during the takeover period. DISTRICT shall promptly deliver to COUNTY all such equipment used in providing services under this Agreement. DISTRICT's assignment to COUNTY shall include the number of vehicles used by DISTRICT's System Status Plan for the peak hour of the day, peak day of the week, and for emergency ambulance services under the terms of this Agreement. Each vehicle shall be equipped at level in accordance with its utilization in DISTRICT's System Status Plan and in accordance with CVEMSA policies, including all supplies necessary for minimum stocking levels of such vehicles.
- ii. Under such assignment and in order to maintain continuous delivery of service, COUNTY may take possession of all DISTRICT ambulances, equipment, field substations, and records under DISTRICT's control and necessary for the performance of this Agreement. DISTRICT shall assign to COUNTY the Dispatch Agreement required by Section 5.1 of the Scope of Services.
- iii. Should COUNTY effectuate an Emergency Takeover, COUNTY shall pay DISTRICT fifty percent (50%) of the fair market rental value for ambulances, equipment, and field substations that COUNTY takes possession of pursuant to this Section 19, less any damages owed to COUNTY (the "**Emergency Takeover Lease Amount**"). COUNTY's Auditor-Controller-Treasurer-Tax Collector, as fiscal agent for the COUNTY, shall disburse any Emergency Takeover Lease Amount payments that are made to DISTRICT during the takeover period. Such payments shall be made within forty-five (45) days of the takeover and every forty-five (45) days thereafter, except as provided in Section 19.c.iv. The Emergency Takeover Lease Amount shall be prorated on a daily basis.
- iv. In the event of a dispute between the parties regarding the fair market rental value used to determine the Emergency Takeover Lease Amount, DISTRICT may require COUNTY to select and engage an independent third party to determine the fair market rental value of the ambulances, equipment, and field substations. The independent third party's determination of the fair market rental value of the ambulances, equipment, and field substations shall be final and binding on the parties and their respective contractors and subcontractors for all purposes.
- v. The parties acknowledge and agree that the field substations used in the performance of services under this Agreement are located in DISTRICT's and other fire agencies' fire stations. When effecting an Emergency Takeover of field substations, COUNTY shall not interfere with the provision of fire protection services by DISTRICT and the other fire agencies provided out of the stations in

which those substations are located, and DISTRICT shall not interfere with COUNTY's, and any of its contractors or subcontractors, provision of emergency ground ambulance and related services pursuant to an Emergency Takeover.

c. DISTRICT's Rights and Obligations.

- i. DISTRICT shall maintain and provide to COUNTY a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all field rest station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide 9-1-1 emergency ambulance services hereunder shall be reported to COUNTY within thirty (30) days of said change, sale, transfer or purchase. DISTRICT shall inform and provide a copy of this Section 19 to lien holder(s) within five (5) days of any Emergency Takeover.
- ii. DISTRICT shall fully cooperate with COUNTY to effect the Emergency Takeover, including if COUNTY elects to lease any or all service vehicles pursuant to the above provision. Refusal or failure by DISTRICT to fully cooperate and voluntarily deliver possession of the ambulances, equipment, dispatch facilities, and records after a finding of Material Breach and implementation of an Emergency Takeover by COUNTY, COUNTY may immediately apply *ex parte* for an order enforcing the emergency takeover provisions of this agreement, without notice to DISTRICT, subject to the provisions of this Section 19.c.
- iii. For the avoidance of doubt, DISTRICT's cooperation with an Emergency Takeover shall not be construed as acceptance by DISTRICT of the findings of the Material Breach, and shall not jeopardize DISTRICT's right to dispute any such finding of Material Breach through administrative appeal and/or litigation or its legal and equitable remedies in the event of findings that COUNTY's determination of Material Breach and/or effectuation of Emergency Takeover are erroneous; provided, however that such administrative appeal and/or litigation or dispute resolution shall not have the effect of delaying in any way the Emergency Takeover, nor shall such dispute by DISTRICT delay COUNTY's access to DISTRICT's performance security funds. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Material Breach has occurred shall be initiated and shall take place only after the Emergency Takeover has been completed.
- iv. DISTRICT shall be responsible for all costs, expenses, and fees of COUNTY incurred as a result of any Emergency Takeover, including without limitation reasonable attorneys' fees. COUNTY may proceed with the Emergency Takeover in any reasonable manner it chooses and shall not be required to pay any sums to DISTRICT unless and until: (i) all costs of completing DISTRICT's performance hereunder have been paid in full, including without limitation, payment of any amounts outstanding to COUNTY by any third party for the services provided by

COUNTY; and (ii) all costs and damages incurred by COUNTY in performing this Agreement as of the date of the Emergency Takeover have been paid to COUNTY in full, including without limitation, all costs and damages incurred as a result of any Material Breach of this Agreement, payment of all costs, expenses, and fees of COUNTY related to any Emergency Takeover, and any other amounts outstanding hereunder to COUNTY.

20. Lame Duck Provisions

- a. DISTRICT's obligations to provide services under this Agreement shall terminate upon the expiration of the Term hereunder. Notwithstanding the foregoing, should this Agreement not be renewed or extended due to an impending procurement process, DISTRICT agrees to continue to provide services required under this Agreement until COUNTY or a new person approved by COUNTY assumes service responsibilities. Under these circumstances, DISTRICT will serve as a "lame duck" contractor for a period not to exceed twelve (12) months. To ensure continued performance consistent with the requirements in this Agreement through any such period, the following provisions shall apply in addition to the other provisions of this Agreement:
 - i. DISTRICT shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement and the Scope of Services related to qualifications of Key Personnel;
 - ii. DISTRICT shall make no changes in methods of operation that reduce or could reasonably be expected to reduce DISTRICT's service;
 - iii. DISTRICT shall make no changes to employee salaries during this period that could reasonably be expected to increase costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed;
 - iv. Should there be a change in provider, DISTRICT shall not penalize or bring personal hardship to bear upon any of its non-management employees who apply for work on a contingent basis with competing bidders and shall allow without penalty its employees to sign contingent employment agreements with competing bidders at employees' discretion. DISTRICT acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though their employer may change.
 - v. Nothing in this Agreement shall be construed to prohibit or impair DISTRICT's rights and ability to seek appropriate relief against the misappropriation of its trade secrets and competitively sensitive information and other acts of unfair competition.

- vi. If COUNTY selects another organization to provide services, DISTRICT shall fully cooperate with the transition process established by COUNTY.
- 21. Dispute Resolution.** The parties shall make a good-faith effort to resolve disputes amicably through informal discussions. If, after a good-faith attempt at such discussions, the dispute is not resolved, the parties may agree, but shall not be required, to proceed with mediation of the dispute. Any mediation proceeding shall be confidential and shall not be admissible in a subsequent proceeding pursuant to applicable California law.
- 22. Confidentiality; Privacy.**
- a. **Confidential Information.** From time to time during the Term of this Agreement, COUNTY may disclose or make available to DISTRICT and its contractors and subcontractors information about COUNTY's business, affairs, products, services, intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form of media, and whether or not marked, designated, or otherwise identified as confidential ("collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure (and as established by documentary evidence): (i) is generally available or known by the public other than as a result of, directly or indirectly, any breach of this Agreement by DISTRICT or its contractors or subcontractors; (ii) was known by or in possession of DISTRICT or its contractors or subcontractors before being disclosed by COUNTY; (iii) was or is independently developed by DISTRICT without reference to or use, in whole or in part, any of Confidential Information; or (v) is required to be disclosed under applicable federal, state, or local law, regulation, or valid order issued by a court or governmental agency of competent jurisdiction.
 - i. DISTRICT and its contractors and subcontractors shall not disclose or permit access to Confidential Information other than as necessary to perform its or their obligations under this Agreement, or as otherwise permitted under the Scope of Services. DISTRICT and its contractors and subcontractors shall protect and safeguard the Confidential Information using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care, unless a higher degree of care is required hereunder or pursuant to applicable law.
 - ii. If DISTRICT or its contractors or subcontractors are required by applicable law, including a valid legal order to disclose any Confidential Information, DISTRICT shall notify immediately notify COUNTY so that it may seek a protective order or other remedy, and DISTRICT and its contractors and subcontractors shall assist COUNTY therewith. DISTRICT and its contractors and subcontractors shall only disclose Confidential Information to the minimum extent necessary, and shall use all efforts to ensure that such Confidential Information is afforded confidential treatment.

- iii. Upon the expiration or termination of this Agreement, or otherwise at COUNTY's request, DISTRICT shall promptly return to COUNTY or destroy all Confidential Information and certify in writing to DISTRICT the destruction or return of all such Confidential Information.
 - iv. COUNTY retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to DISTRICT, its contractors and subcontractors, or any other person.
- b. **Protected Information.** DISTRICT shall comply with and maintain all patient records and patient identifiable information, including without limitation, "protected health information," as that term is defined by HIPAA, "medical information," as that term is defined by CMIA, any records maintained pursuant to California Welfare & Institutions Code Section 10850, and other personally identifiable information or legally protected confidential information (collectively, "**Protected Information**"), in compliance with the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), California Civil Code Section 56 *et seq.* ("**CMIA**"), the California Patient Access to Medical Records Act, codified at California Health and Safety Code Section 123100 *et seq.*, California Health and Safety Code Section 1280.15, and all other applicable federal, state, and local laws, and all rules, regulations, and guidance promulgated thereunder ("**Privacy Laws**").
- i. DISTRICT may use or disclose Protected Information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, the Scope of Services, and to the extent such use or disclosure is required by Privacy Laws; provided, however, that such use or disclosure, including the manner thereof, shall not violate Privacy Laws.
 - ii. DISTRICT shall require compliance with all applicable Privacy Laws by any officer, agent, employee, consultant, contractor, subcontractor, or any other persons to the extent applicable, including obligations with respect to executing a HIPAA Business Associate Agreement.
 - iii. At all times, DISTRICT and its contractors and subcontractors shall store, safeguard and protect all Protected Information in compliance with Privacy Laws, including with respect to data encryption, administrative, physical, and technical safeguards, and policy and awareness programs for the protection of Protected Information. DISTRICT and its contractors and subcontractors shall adhere to all applicable COUNTY ordinances, policies, rules, and applicable terms of COUNTY's contracts governing or pertaining to Protected Information, including that certain "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities", which is incorporated by reference herein and a copy of which is on file with the Clerk of the Board of Supervisors and online at <https://sonomacounty.ca.gov/>.

- A. DISTRICT shall pay any penalty or fine assessed against COUNTY arising from District's failure to comply with the "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities."
- B. DISTRICT shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such contracts or subcontracts as obligations of its contractor or subcontractor, respectively.
- iv. DISTRICT and its contractors and subcontractors shall ensure that their respective workforce are receive training with respect to Privacy Laws and related protections and safeguards, in compliance with Privacy Laws.
- v. DISTRICT shall make available to COUNTY its policies and procedures, staff training records, disclosure logs, and other documentation of compliance with this Section 22.b in accordance with Section 15.
- vi. DISTRICT agrees to notify COUNTY, by and through the Sonoma County Privacy Officer, immediately in the following instances:
 - A. Upon the discovery of a breach of Protected Information in electronic or other media;
 - B. Upon the discovery that Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;
 - C. Upon the discovery of a suspected security incident that involves Protected Information; or
 - D. Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Protected Information.
- c. DISTRICT will be responsible for all costs associated with any breach of Section 22.b, including, but not limited to, mitigation of the breach, any monetary penalties or sanctions resulting from a breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach. DISTRICT shall indemnify and hold COUNTY harmless for any breach of Section 22.b by DISTRICT or its contractors or subcontractors. For the avoidance of doubt, DISTRICT shall not be responsible for, indemnify, or hold harmless COUNTY for any breach of Section 22.b solely by COUNTY.

23. Disposition of, Title to, and Payment for Work upon Expiration or Termination.

- a. Upon expiration or termination of this Agreement, if and to the extent DISTRICT has provided services through software and applications materials licensed to COUNTY

(“**Software and Application Materials**”), COUNTY shall promptly return the Software and Application Materials to DISTRICT. In addition, to the extent DISTRICT maintains COUNTY data on those portions of digital software hosted by DISTRICT and not controlled by COUNTY (“**County Data**”), DISTRICT shall promptly return County Data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County Data from DISTRICT’s systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by DISTRICT.

- b. Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although DISTRICT may retain a copy of such work to the extent DISTRICT is required to do so under applicable law. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by DISTRICT under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law, and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.
- c. Notwithstanding the provisions set forth in Section 23.b above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this Agreement, shall remain with DISTRICT or any other person if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, DISTRICT shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at DISTRICT’s expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.
- d. **Protection of County Data.** If DISTRICT will be processing and storing County Data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, DISTRICT shall guarantee that such data is encrypted using an encryption algorithm that meets the current U.S. Department of Defense minimum requirements, and any other applicable laws (including Privacy Laws), in order to protect COUNTY Data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by DISTRICT shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location are prohibited. All desktop and laptop computers, as well as other similar type computer systems, used by DISTRICT shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY Data on removable portable storage is prohibited.

- e. Upon termination or expiration of this Agreement, DISTRICT shall purge all County Data from all DISTRICT systems using a forensic grade deletion that conforms to NIST SP 800-88 Media Erasure Guidelines.
- 24. No Waiver.** No waiver of a breach, including a Material Breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
- a. In General. Except as set forth in Subsection (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by a deposit in the United States mail, by certified mail, postage prepaid, return receipt requested, or by overnight carrier. Any notice sent by mail in the manner prescribed by this Subsection shall be deemed to have been received on the earlier of: (i) the date noted on the return receipt; (ii) for notices delivered by overnight carrier, one (1) day following the date of deposit; or (iii) three (3) days following the date of deposit. The parties may also send any notice required or authorized by this Agreement via email, which shall be deemed to have been received on the date in which such email was sent. Any notice required or authorized by this Agreement shall be sent to COUNTY or DISTRICT at the mailing or email address set forth below. Either party may change its mailing or email address by notifying the other party of the change of address.
 - b. Provisions Adopted Automatically. COUNTY reserves the right to provide notice to DISTRICT via facsimile of automatically adopted provisions, which automatically become part of this Agreement upon approval by the Sonoma County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.
 - c. Waiver of Notice by DISTRICT. If receipt of notice is refused by DISTRICT or if notice is undeliverable due to DISTRICT's failure to provide a change of address, notice shall be deemed waived, and COUNTY may proceed as though notice were accomplished.
 - d. Addresses for purpose of giving notice are as follows:

To County: County of Sonoma Department of Health Services
 Director of Health Services
 1450 Neotomas Ave. Suite 200
 Santa Rosa, CA 95405
 Phone: (707) 565-7901
 Email: Tina.Rivera@sonoma-county.org

With Copy to:

Coastal Valleys Emergency Medical Services Agency
 Attn: COUNTY Regional EMS Administrator
 195 Concourse Blvd., Suite B
 Santa Rosa, CA 95403
 Phone: (707) 565-6501
 Email: CoastalValleysEMSAgency@sonoma-county.org

To District: Sonoma County Fire District
 Fire Chief
 8200 Old Redwood Hwy,
 Windsor, CA 95492
 Phone: (707) 892-2000
 Email: mheine@sonomacountyfd.org

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

26. Assignments or Subcontracts. The parties agree that DISTRICT may subcontract its obligations under this Agreement with respect to ambulance services and/or ancillary services (such as, billing, medical professional, and fleet maintenance), only upon the prior written approval of COUNTY, not to be unreasonably withheld, conditioned or delayed; provided, that DISTRICT will be responsible for the performance of its obligations according to the provisions of this Agreement and no subcontract will relieve DISTRICT of its responsibilities and obligations. DISTRICT's subcontract with any ambulance service provider subcontractor shall be subject to all terms and provisions including the qualifications in this Agreement and the Scope of Services. Nothing contained in this Agreement or otherwise creates any contractual relationship between COUNTY and an ambulance or ancillary services subcontractor. DISTRICT agrees to be fully responsible to COUNTY for acts and omissions of its ambulance subcontractor. Any subcontractor performing ambulance services under this Agreement (i) shall comply with all the requirements applicable to DISTRICT hereunder, including without limitation the insurance requirements; (ii) shall be liable to the COUNTY for any breach of such obligation hereunder and (iii) upon COUNTY's written request, shall issue a certification to COUNTY that such subcontractor is in compliance with all of its obligations hereunder. If DISTRICT enters into any contract or arrangement with a subcontractor, as described in this Section 26, DISTRICT shall name COUNTY as an express third-party beneficiary to such Agreement and shall ensure that COUNTY has access to insurance policies and indemnification at least as favorable to COUNTY as those required of DISTRICT hereunder. COUNTY may elect to pursue any or all remedies hereunder against

DISTRICT and/or any subcontractor. This provision shall be binding upon and inures to the benefit of the parties and their respective successors, heirs, and assigns.

27. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties; provided, that any modification or amendment by DISTRICT shall be binding on all contractors and subcontractors of DISTRICT providing services under this Agreement.

28. Survival of Obligations. The parties' obligations under Sections 11, 13, 15, 17.e, 20, 21, 22, 23, 31, 36, 38 and this Section 28 shall survive the termination or expiration of this Agreement. DISTRICT's obligations under Section 12 regarding the release of performance security upon DISTRICT's abandonment of the Agreement or Immediate Termination and Emergency Takeover pursuant to Sections 17.b.vi.A and Section 19, respectively, shall also survive the termination or expiration of this Agreement. DISTRICT's obligations to observe and comply with federal, state and local laws, regulations, and policies in Section 30 shall survive the termination or expiration of this Agreement, but only to the extent such laws, regulations, and policies expressly provide for the continuation of such obligations following termination or expiration of this Agreement.

29. Interpretation; Venue.

- a. Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- b. Venue. This Agreement is made in Sonoma County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Sonoma, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Sonoma County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

30. Compliance with Laws. DISTRICT shall observe and comply, and to ensure compliance by its contractors, subcontractors, consultants, officers, agents, and employees, with all applicable federal, state and local laws, regulations, statutes, and policies, including but not limited to those listed in this Section 30. District acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.

- a. Reporting Obligations – Generally. DISTRICT shall comply with all program and fiscal reporting requirements set forth by applicable federal, state, and local laws, rules, regulations, guidance, or policies, and as required by COUNTY.

b. AB 389 Compliance.

- i. DISTRICT represents and warrants that, at all times during the Term of this Agreement, DISTRICT's written subcontracts with any private ambulance services shall comply with the requirements of California Health and Safety Code Sections 1797.230 and 1797.231. DISTRICT further represents and warrants that, prior to entering into this Agreement, DISTRICT adopted a written policy requiring that its written subcontracts with private ambulance services shall be awarded pursuant to a competitive bidding process consistent with California Public Contract Code Section 20812, as required by California Health and Safety Code Section 1797.231(b), and that the award of the written subcontract to its private ambulance service subcontractor complies with such written policy.
 - ii. COUNTY represents and warrants that, prior to entering into this Agreement, the COUNTY Board of Supervisors adopted, by ordinance or resolution, a written policy setting forth issues to be considered for inclusion in this Agreement, as required by California Health and Safety Code Section 1797.230(c).
 - iii. DISTRICT shall, at all times during the Term of this Agreement, be in compliance with California Health and Safety Code Section 1797.230, including with respect to the following:
 - A. DISTRICT shall provide for staffing levels for ambulance service employees that are comparable to the staffing levels for ambulance service employees under the COUNTY's previous contract. The parties agree that complying with the staffing requirements as set forth in the Scope of Services, and incorporated herein by reference, will satisfy this provision.
 - B. DISTRICT shall provide, at minimum, for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the same geographic region. At least biannually, DISTRICT shall provide COUNTY with copies of all current collective bargaining agreements, compensation policies, and other similar evidence of wages and benefits paid to ambulance service employees performing services under this Agreement and shall meet and confer with COUNTY upon request regarding such ambulance service employees' wages and benefits.
- c. **Healthcare Laws.** DISTRICT shall fulfill its obligations under this Agreement in accordance with all applicable laws, rules, guidelines and requirements of governmental, accrediting, reimbursement, payment and other agencies having jurisdiction over the services provided hereunder, including without limitation, compliance with all applicable laws and regulations of federal, state, and local governments and all agencies thereof relating to Healthcare Laws (as defined below). For purposes of this Agreement, "**Healthcare Laws**" means all federal, state or local laws, rules, regulations or guidelines

regarding (i) any government-sponsored health care program, including Medicare, Medi-Cal, and other federal or state programs, and including those laws, rules, regulations and guidelines related to covered services, charging practices, billing, collection, marketing and advertising; and (ii) the federal anti-kickback statute set forth at 42 U.S.C. Section 1320a-7b, the federal physician self-referral prohibition law set forth at 42 U.S.C. Section 1395nn, California Business and Professions Code Section 650, and other related or similar laws and regulations.

- d. OSHA. DISTRICT shall comply with all applicable requirements of the California Occupational Safety and Health Administration (“OSHA”), including having a communicable disease policy pertaining to prevention, reporting of exposure, and disposal of medical waste that complies with applicable OSHA requirements, and approved by COUNTY. DISTRICT shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- e. County of Sonoma Living Wage Ordinance. DISTRICT shall comply with the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the Term of this Agreement. Without limiting the generality of the foregoing, DISTRICT expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the Term of the Agreement will be considered a Material Breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- f. HIV and AIDS. DISTRICT shall comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
- g. COUNTY Policies On Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. DISTRICT shall comply with the following policies, copies of which are on file with the Clerk of the County of Sonoma Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Sonoma County Board of Supervisors and notice to DISTRICT. DISTRICT also agrees that it shall not engage in any activities, or permit its officers, agents, employees, contractors, subcontractors, or consultants to do so, during the performance of any of the obligations under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.
 - i. Waste Source Reduction and Recycled Product Content Procurement Policy.
 - ii. County of Sonoma “Policy for Maintaining a Harassment and Discrimination Free Work Environment.”
 - iii. Drug and Alcohol Policy.

- iv. Sonoma County Information Technology Use and Security Policy. To this end, all employees, agents, consultants, contractors and subcontractors of DISTRICT whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign such policy and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said policy.
 - v. Sonoma County Workplace Violence Policy, effective May 23, 1995, and subsequently revised effective November 2, 2004, which is located in the County of Sonoma Policy Manual Part I, Section 37U.
- h. **Code of Ethics.** DISTRICT understands that DHS has adopted a Code of Ethics ("Code of Ethics"). If COUNTY determines that the Code of Ethics applies to DISTRICT's activities under this Agreement, DISTRICT shall read, understand, and abide by the Code of Ethics, and DISTRICT shall on an annual basis provide written certification to COUNTY and DHS that DISTRICT has received, read, understands, and will abide by the Code of Ethics. The Code of Ethics may be found online at COUNTY's website or may be obtained from DHS upon written request.
- i. **Non-Discrimination.** DISTRICT shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. DISTRICT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, DISTRICT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to DISTRICT services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and DISTRICT and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

- j. Documentation of Right to Work. DISTRICT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of DISTRICT performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. DISTRICT shall make the required documentation available upon request to COUNTY for inspection.
 - k. Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 C.F.R. 97.36(i)(8) and (9), DISTRICT is hereby notified of and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of DISTRICT under this Agreement.
1. Conflicts of Interest.
 - i. Covenant of No Undisclosed Conflict. The parties acknowledge that they are aware of the provisions of Government Code Sections 1090 *et seq.*, and Sections 87100 *et seq.*, relating to conflict of interest of public officers and employees. DISTRICT hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by DISTRICT of such conflict. DISTRICT further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. DISTRICT agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to DISTRICT under this Agreement.
 - ii. Statements of Economic Interest. DISTRICT acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires DISTRICT to file with the Elections Division of the Sonoma County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in Section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that DISTRICT, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. DISTRICT agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such

a determination is on file on the filing dates for each of the required Statements of Economic Interest.

- 31. Taxes.** DISTRICT agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, DISTRICT agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.
- 32. Private Work.** DISTRICT shall not be prevented from conducting private work, so long as such private work does not interfere with the requirements of this Agreement. DISTRICT may allocate overhead, so long as such allocation is not inconsistent with the terms of this Agreement. In the event DISTRICT does private work outside of this Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding this Agreement shall clearly identify the relation and percentage shared.
- 33. Nonwaiver and Preservation of Statutory Rights and Obligations.** Nothing in this Agreement shall be construed as a waiver of either party's rights, obligations, and authorities under statute, all of which are reserved; provided, however, that DISTRICT shall forbear from exercising any of its statutory rights, obligations, and authorities in any manner inconsistent with, or contrary to, either party's obligations under this Agreement.
- 34. Product Endorsement/Advertising.** DISTRICT shall not use the name of Sonoma County or COUNTY for the endorsement of any commercial products or services without the prior express written permission of COUNTY.
- 35. Authority to Contract.** DISTRICT and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.
- 36. Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.
- 37. Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

- 38. Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
- 39. Litigation and Regulatory Cooperation.** Each party shall use commercially reasonable efforts to cooperate with the other party in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of a party relating to the validity of this Agreement; the events or occurrences giving rise to this Agreement; the creation and/or approval of EOA-1; or the exclusive services rights conferred hereunder. Each party shall also use commercially reasonable efforts to cooperate with the other party in connection with any investigation, review, or administrative proceeding of any federal or state regulatory agency relating to the validity of this Agreement; the events or occurrences giving rise to this Agreement; the creation and/or approval of EOA-1; or the exclusive services rights conferred hereunder. However, nothing in this Agreement should be construed as requiring a party to take any action requiring the approval of the party's governing body, such as initiating legal proceedings, without first obtaining such approval, which, the parties acknowledge, may be denied.
- 40. Time is of the Essence.** Time is of the essence in all terms and conditions of this Agreement and all exhibits made a part thereto.
- 41. Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- 42. Entire Agreement.** This Agreement, together with the exhibits hereto, and including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof; provided, however that the EOA-1 RFP and District proposal shall be competent evidence of the parties' contracting intent but shall not be used to contradict, modify, or vary any of the express terms of this Agreement.
- 43. Counterparts and Electronic Copies.** The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code §§ 1633.1 *et seq.*), or other applicable law. By its use of any

electronic signature below, the signing party agrees to have conducted this transaction and to execute this Agreement by electronic means.

- 44. Headings; Interpretation.** Section or other headings contained in this Agreement are for reference purposes only, and are not intended to affect in any way the meaning or interpretation of this Agreement. Whenever the neuter gender is used in this Agreement and when required by the context, the same shall include the masculine and feminine genders and vice versa. Nouns and pronouns will be deemed to refer to the masculine, feminine or neuter, singular and plural, as the identity of the person or persons may in the context require. The word "person" shall include, without limitation, a corporation, firm, partnership, joint venture, trust or estate. Except as otherwise provided, the word "including" means "including without limitation," regardless of whether so stated.
- 45. Illegality.** The obligations of the parties pursuant to this Agreement shall be subject to any limitations or restrictions which may be imposed by law or regulation, and either party may suspend any or all obligations hereunder, or, at its option, terminate this Agreement, if it determines, upon advice of counsel, that the performance of any obligation pursuant to this Agreement may contravene applicable law or regulation.
- 46. Further Assurances.** From time to time, upon the reasonable request of COUNTY and without further consideration, DISTRICT shall execute and deliver such other documents, and shall take such further action, as may be reasonably required or desirable to carry out the provisions of this Agreement.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

COUNTY OF SONOMA

By: 
Tina Rivera
Director – Department of Health Services

APPROVED AS TO FORM

By: 
Tashawn Sanders, Chief Deputy
County Counsel

SONOMA COUNTY FIRE DISTRICT

By: _____
Mark Heine
Fire Chief

By: _____
Arnie Tognozzi
President, Board of Directors

APPROVED AS TO FORM

By: _____
William L. Adams, General Counsel
Andrew E. Schouten, Special Counsel

Exhibit 1
of the Agreement

Scope of Services

See attached.



Exhibit 1 to
The County of Sonoma and Sonoma County Fire District
Agreement for Emergency Ground Ambulance Services in
County Exclusive Operating Area 1



SCOPE OF SERVICES

October 2023

TABLE OF CONTENTS

SECTION I - ROLES AND RESPONSIBILITIES	5
1.1 EMERGENCY GROUND AMBULANCE SERVICES WITHIN EXCLUSIVE OPERATING AREA 1 (“EOA-1”)	5
1.2 NONEXCLUSIVE GROUND AMBULANCE SERVICES AND OTHER AMBULANCE OPERATIONS	6
1.3 MEDICAL CONTROL.....	6
1.4 SUBCONTRACTORS	7
1.5 COUNTY SERVICES	7
SECTION II – DEPLOYMENT AND RESPONSE	8
2.1 AMBULANCE SERVICE ACCREDITATION	8
2.2 AMBULANCE DEPLOYMENT AND SYSTEM STATUS PLAN	8
2.3 EMERGENCY AMBULANCE RESPONSE IN EOA-1.....	10
2.4 EMERGENCY STAND-BY SERVICES	11
2.5 SPECIAL EVENT STAND-BY SERVICES	11
2.6 FIRST RESPONDER SERVICES	12
SECTION III – RESPONSE TIMES AND LEVELS	14
3.1 AMBULANCE TIERED RESPONSE	14
3.2 COMPLIANCE ZONES AND PRIORITY LEVEL.....	14
3.3 RESPONSE TIME MANAGEMENT.....	17
3.4 RESPONSE TIMES CALCULATION	18
3.5 RESPONSE TIME CORRECTIONS AND EXCEPTIONS.....	19
3.6 RESPONSE TIME EXEMPTIONS.....	20
3.7 RESPONSE TIME REPORTING REQUIREMENTS	21
3.8 RESPONSE TIME LIQUIDATED DAMAGES	24
SECTION IV – VEHICLES	27
4.1 EOA-1 CONTRACT SERVICES VEHICLES	27
4.2 VEHICLE SPECIFICATIONS	27
4.3 VEHICLE MAINTENANCE PROGRAM	29
4.4 VEHICLE SAFETY PROGRAM	30
4.5 MEDICAL SUPPLIES AND EQUIPMENT	31
SECTION V – DISPATCH AND COMMUNICATIONS	33
5.1 REDCOM DISPATCH REQUIREMENTS.....	33
5.2 DISTRICT’s DISPATCH AND COMMUNICATIONS OBLIGATIONS	34
5.3 CVEMSA REQUIREMENTS FOR AMBULANCE COMMUNICATIONS	34
SECTION VI – PERSONNEL	37
6.1 MANAGEMENT, SUPERVISION, AND KEY PERSONNEL.....	37
6.2 MANAGEMENT AND SUPERVISION	37
6.3 AMBULANCE STAFFING REQUIREMENTS	37
6.4 AMBULANCE WORK SCHEDULES AND CONDITIONS.....	37
6.5 FIELD SUB-STATIONS	39
6.6 EMPLOYEE COMPENSATION	39
6.7 WORKFORCE AND DIVERSITY	39
6.8 RECRUITMENT, HIRING, AND RETENTION PROGRAM	40
6.9 EMPLOYEE SAFETY AND WELLNESS	41

6.10	CRITICAL INCIDENT STRESS MANAGEMENT AND EMPLOYEE RESILIENCE PROGRAM.....	42
6.11	PARAMEDIC AND EMT TRAINING REQUIREMENTS.....	43
6.12	SUPPLEMENTAL SPECIALTY TRAINING	46
6.13	HOSPITAL INTERFACE.....	47
6.14	COMMUNITY EDUCATION AND INVOLVEMENT	47
SECTION VII – MUTUAL AID AND DISASTER OPERATIONS		49
7.1	MUTUAL AID.....	49
7.2	DISASTER PREPAREDNESS, ASSISTANCE AND RESPONSE	50
7.3	DISASTER INTERAGENCY TRAINING	52
7.4	DISASTER RESPONSE DEPLOYMENT	52
7.5	PARTICIPATION IN DEVELOPMENT OF EMS SYSTEM REQUIREMENTS FOR MUTUAL AID AND DISASTER RESPONSE	53
7.6	OTHER MUTUAL AID OBLIGATIONS	53
SECTION VIII – MEDICAL CONTROL AND CLINICAL PERFORMANCE		54
8.1	MEDICAL CONTROL AND OVERSIGHT	54
8.2	CLINICAL QUALITY MANAGEMENT AND PERFORMANCE	55
8.3	INQUIRIES, COMPLAINTS, AND INCIDENT REPORTING.....	58
8.4	ORGANIZATIONAL AND PERSONNEL SCORE CARDS	59
8.5	CLINICAL PERFORMANCE MEASURES.....	59
8.6	CLINICAL PERFORMANCE STANDARDS	60
8.7	CLINICAL PERFORMANCE LIQUIDATED DAMAGES	61
8.8	MEMORIALIZATION.....	62
SECTION IX – DATA AND REPORTING.....		63
9.1	FIRSTWATCH SYSTEM REQUIREMENTS.....	63
9.2	DATA AND REPORTING RESPONSIBILITY	63
9.3	PERFORMANCE DATA AND REPORTING	63
9.4	ELECTRONIC PATIENT CARE REPORTING	64
9.5	RECORDS AND REQUIRED REPORTS	65
SECTION X – FINANCE AND ADMINISTRATION.....		67
10.1	AMBULANCE TRANSPORT AND SERVICE RATES.....	67
10.2	RATE ADJUSTMENTS	67
10.3	BILLING AND COLLECTION SERVICES	68
10.4	FINANCIAL HARSHIP COMPASSIONATE CARE POLICY AND COUNTY PROGRAMS.....	69
10.5	FINANCIAL REPORTING	69
10.6	ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES.....	70
10.7	RECYCLING	70
SECTION XI – INTEGRATION AND INNOVATION		71
11.1	EMS SYSTEM INTEGRATION.....	71
11.2	EMS SYSTEM INNOVATION.....	72
SECTION XII – COUNTY SERVICES		74
12.1	COUNTY SERVICES	74
12.2	COUNTY SERVICE FEES AND TECHNOLOGY LICENSES	74
12.3	INVOICING AND PAYMENT FOR SERVICES	75

EXHIBIT A OF THE SCOPE OF SERVICES— DEFINITIONS..... 76

SECTION I - ROLES AND RESPONSIBILITIES

This Scope of Services (“SOS”) is entered into in connection with that certain Professional Services Agreement, effective October 27, 2023 (“PSA”).

The PSA and this SOS (the PSA and SOS shall collectively be referred to as the “Agreement”) should be read together to describe the obligations of the parties; provided, that with respect to any conflict or inconsistency as between the terms of the PSA and the SOS, the terms of the PSA shall control.

1.1 EMERGENCY GROUND AMBULANCE SERVICES WITHIN EXCLUSIVE OPERATING AREA 1 (“EOA-1”)

- A. Except for those services described in Section VII, DISTRICT shall, under the general direction of CVEMSA and COUNTY, provide the following ALS and BLS emergency ground ambulance services (including response, medical care, and transportation) within EOA-1 (Exhibit 4 of the Agreement) on an exclusive basis (collectively, “Contract Services”):
 1. All 9-1-1/PSAP requests for emergency ground ambulance service;
 2. Requests for emergency ambulance service made directly to an ambulance service without going through an authorized 9-1-1/PSAP, including a seven-digit phone number;
 3. Ambulance transport to an emergency department from the scene of an emergency, including transports to an emergency department originating from a skilled nursing facility, physician’s office, medical clinic, residential care facility, or other medical facilities, and potential non-transport response treatment and referral, and transport to an alternative destination, once such policies and procedures are in place;
 4. Request for emergency ALS interfacility transfers in accordance with CVEMSA Policy 4014 (STAT Ambulance Transfers); and
 5. Requests for emergency ambulance stand-by services such as working fires, hazardous materials incidents, hostage/SWAT events (“Emergency Stand-by”), or pre-planned Special Events (“Special Event Stand-by”), subject to Sections 2.4 and 2.5, respectively.
- B. DISTRICT shall perform its obligations under this Agreement to the objective satisfaction of COUNTY and at all times operate pursuant to the terms, conditions, and requirements in this Agreement, including Sections II, III, IV, V, VI, VIII, and IX, below.

- C. DISTRICT shall provide all services pursuant to this Agreement and at all times operate without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, gender, disability, or ability to pay.
- D. DISTRICT shall utilize Redwood Empire Dispatch Communications Authority ("REDCOM") as its dispatch center, pursuant to the terms, conditions, and requirements in Section V, below.

1.2 NONEXCLUSIVE GROUND AMBULANCE SERVICES AND OTHER AMBULANCE OPERATIONS

- A. DISTRICT is approved to provide interfacility non-emergency BLS and ALS, and Critical Care Transport ("CCT") on a nonexclusive basis within COUNTY in accordance with applicable federal, state, and local laws, as well as CVEMSA policies, procedures, and protocols. For the avoidance of doubt, nothing in this Section 1.2 shall pertain to MEDIC or any other ambulance services subcontractor of DISTRICT; MEDIC and such other subcontractors must separately be approved to provide interfacility non-emergency BLS and ALS, and CCT within COUNTY pursuant to applicable federal, state, and local laws, regulations, and requirements.
- B. Notwithstanding anything to the contrary, interfacility non-emergency BLS and ALS, and Critical Care Transport ("CCT") are outside the scope of this Agreement, and nothing herein shall be construed to require DISTRICT to provide such services. The parties acknowledge that CCT and non-emergency BLS and ALS interfacility transports operate on an open market system in COUNTY.
- C. Nothing in this Agreement shall pertain to the provision of air ambulance services.
- D. DISTRICT'S Mutual Aid and disaster preparedness, assistance, and response shall comply with the requirements in Section VII, below.

1.3 MEDICAL CONTROL

- A. DISTRICT shall adhere to the standards, policies, procedures, and protocols for EMS system medical control and quality improvement approved by the CVEMSA Medical Director, as described in Sections VIII, below.
- B. The parties acknowledge and agree that the PSA and SOS, combined, satisfy the requirements of a written agreement for a paramedic service provider to participate in the EMS system, as required by Title 22 California Code of Regulations Section 100168(b)(4). Notwithstanding the foregoing, DISTRICT shall be solely responsible for complying with the provisions of Title 22 California Code of Regulations Section 100168(b) through (d), and the parties acknowledge and agree that the terms of this Agreement govern

CVEMSA's rights to deny, suspend, or revoke approval of DISTRICT as an approved paramedic service provider pursuant to Title 22 California Code of Regulations Section 100168(e).

1.4 SUBCONTRACTORS

A. DISTRICT's Subcontractors. The parties acknowledge and agree that:

1. DISTRICT has entered a written subcontract with a private ambulance service to perform services under, and obligations required by, this Agreement.
2. DISTRICT's private ambulance service subcontractor is an independent contractor of DISTRICT.
3. References to "DISTRICT" may refer to DISTRICT, its private ambulance service subcontractor, or both DISTRICT and its private ambulance service subcontractor, as applicable.
4. Nothing in this Agreement shall be construed to create a "joint employer" relationship between COUNTY, DISTRICT, or the private ambulance service subcontractor and their respective employees.
5. DISTRICT accepts responsibility for all actions and omissions of its subcontractor and subcontractor's employees providing services or performing DISTRICT's obligations under this agreement. Non-performance by a subcontractor will be deemed non-performance by DISTRICT.

1.5 COUNTY SERVICES

A. CVEMSA shall provide certain services to DISTRICT pursuant to the terms, conditions, and requirements in Section XII, below.

SECTION II – DEPLOYMENT AND RESPONSE

2.1 AMBULANCE SERVICE ACCREDITATION

- A. Within eighteen (18) months following the Service Start Date, both DISTRICT or DISTRICT's ambulance services subcontractor shall attain and maintain ALS Ambulance Service accreditation from the Commission on Accreditation of Ambulance Services (CAAS). CAAS accreditation must encompass the entirety of DISTRICT's EOA-1 emergency ground ambulance operations, including with respect to the Contract Services.

2.2 AMBULANCE DEPLOYMENT AND SYSTEM STATUS PLAN

- A. DISTRICT's ambulance deployments and adherence to Section III under this Agreement shall represent a performance-based approach rather than a "level of effort" undertaking involving defined locations and/or staffing patterns. DISTRICT shall commit to and shall be responsible for deploying resources and employing whatever level of effort is necessary to achieve the clinical performance and Response Time requirements set forth in Sections III and VIII.
- B. Ambulance System Status Plan Requirements:
 1. DISTRICT shall submit its Ambulance System Status Plan ("SSP") for approval by CVEMSA prior to the Service Start Date.
 2. The SSP, at minimum, must describe the following in sufficient detail:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;
 - b. 24-hour and system status management strategies;
 - c. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as an MCI or high flu season;
 - d. DISTRICT's process for identifying how additional ambulance unit hours will be added by DISTRICT if the Response Time performance standards are not met;
 - e. Maps identifying proposed ambulance station(s) and/or post locations within the geographic zones within Compliance Zones;

- f. Work force necessary to fully staff ambulances identified in the deployment plans;
 - g. Any planned use of on-call crews;
 - h. Ambulance shifts and criteria to be used in determining shift length;
 - i. Any mandatory overtime requirements;
 - j. Record keeping and statistical analyses to be used to identify and correct Response Time performance problems; and
 - k. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- B. DISTRICT shall not utilize its 911 ALS system ambulances for non-emergency interfacility transfer requests.
- C. DISTRICT shall monitor Level 0 events and share reports and analyses regarding Level 0 events with CVEMSA.
- D. DISTRICT shall provide:
- 1. Twenty (20) ambulances (14 ALS and 6 BLS) during peak demand; and
 - 2. A base deployment of 2,223 weekly unit hours, with additional 48 weekly unit hours available as surge protection totaling 118,092 annual unit hours.
- E. Revisions to the SSP.
- 1. The initial ambulance deployment plan unit hours, as set forth in Section 2.2.D above, shall not be decreased for the first six (6) months from the Service Start Date.
 - 2. Revisions to the SSP that result in the reduction of unit hours shall be approved or disapproved by CVEMSA before DISTRICT may implement such revisions. CVEMSA shall have five (5) business days from the date of receipt of the revised SSP to respond, either by approving, disapproving, or acknowledging receipt of the revised SSP, requesting additional information, if any, and establishing a timeframe for completion of its ongoing review within no greater than twenty (20) business days. If CVEMSA does not respond to DISTRICT within such five (5) business days, the revised SSP shall

be deemed approved on the next day thereafter, and DISTRICT may implement its revised SSP.

- F. Notwithstanding Section 2.2.D, DISTRICT shall provide a sufficient number of ambulances that are fully stocked to meet 133% of peak system demand within EOA-1.
- G. CVEMSA's approval of DISTRICT's SSP does not exempt DISTRICT from Response Time and other performance criteria when operating in accordance with the SSP. DISTRICT is solely responsible for the development of the SSP, and with respect to compliance and performance with the SSP by DISTRICT's personnel.

2.3 EMERGENCY AMBULANCE RESPONSE IN EOA-1

- A. DISTRICT shall provide Contract Services within EOA-1, 24 hours a day, 365 days a year, without interruption, with appropriately staffed and equipped ambulances consistent with the specific requirements of the request for emergency medical care and/or transportation as established in this SOS, and in accordance with policies, protocols, and treatment guidelines approved by the CVEMSA Medical Director.
- B. DISTRICT must respond to all emergency medical requests for Contract Services and provide onsite care and ambulance transport in accordance with this Agreement and CVEMSA policies. Although DISTRICT's primary responsibility is to provide Contract Services, DISTRICT's non-public safety personnel and contractors will, from time to time, arrive on scene in the absence of public safety responders. In such cases, DISTRICT shall assume incident command, and will provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority arrives on scene and assumes incident command.
- C. DISTRICT shall ensure all Contract Services are provided in accordance with this SOS, including by developing and maintaining a quality improvement system in accordance with Section VIII, below. DISTRICT acknowledges and agrees that the performance of DISTRICT's obligations hereunder must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol and procedure (and adherence thereof), performance auditing, and prompt and definitive corrective action. Nothing herein shall be read to excuse or lower the performance standards required under Sections II, III or VIII, or as otherwise set forth in this Agreement.
- D. DISTRICT shall transport patients from all areas of EOA-1, in accordance with this Agreement and COUNTY's policies and procedures. DISTRICT

and its personnel shall not influence a patient's choice of destination, except in accordance with COUNTY's policies and procedures.

2.4 EMERGENCY STAND-BY SERVICES

- A. DISTRICT shall provide, at no charge to COUNTY or the requesting public safety agency, Emergency Stand-by Services at the scene of an emergency incident within EOA-1 where there may be an imminent life threat upon request of REDCOM or the public safety agency Incident Commander.
- B. An ambulance unit placed on Emergency Stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the Incident Commander or REDCOM.
- C. Emergency Stand-by periods exceeding four (4) hours shall be approved by COUNTY. Emergency Stand-by periods exceeding one (1) hour or incidents requiring multiple units on Emergency Stand-by shall be presumed to be eligible for Response Time exemptions, unless CVEMSA expressly finds otherwise. Nothing in this Section 2.4.C. shall relieve DISTRICT of the obligation to provide to CVEMSA documentation necessary to substantiate claimed exemptions through the established process for evaluation of exemptions to Response Time requirements.
- D. All ambulance units placed on Emergency Stand-by shall comply with REDCOM staging procedures and standard operating policies.

2.5 SPECIAL EVENT STAND-BY SERVICES

- A. DISTRICT's provision of Special Event Stand-by Services shall comply with written CVEMSA policies and REDCOM procedures, if any, as well as any other policy, relevant to the special event and Special Event Stand-by Services. With respect to any conflict or inconsistency as between the aforementioned policies and procedures regarding DISTRICT's obligations under this paragraph, this Agreement shall control.
- B. If a special event sponsor desires a dedicated standby ambulance at a special event, DISTRICT may enter into a separate agreement with the sponsor for the provision of, and payment for, such Special Event Stand-by Services, in accordance with CVEMSA policy. DISTRICT may charge a reasonable fee to the sponsor or other responsible party for a dedicated ALS standby ambulance at an event.
- C. If DISTRICT is unable to provide standby ambulance coverage for Special Event Stand-by Services, DISTRICT may utilize a mutual aid provider that is properly licensed and authorized to provide ALS or BLS services, as applicable.

D. DISTRICT shall not utilize 9-1-1 system ambulances to provide Special Event Stand-by Services.

2.6 FIRST RESPONDER SERVICES

A. EMS System Design. COUNTY has determined that the highest level of county-wide emergency medical response is to be provided by a system using a first responder and ambulance response at the ALS or BLS level, as determined to be medically appropriate by the CVEMSA Medical Director.

B. DISTRICT's FRALS Services. DISTRICT agrees to the dispatch of DISTRICT's FRALS units via REDCOM to emergency calls within DISTRICT territory covered by EOA-1. DISTRICT's FRALS units shall:

1. Assess and treat patients according to applicable CVEMSA protocols;
2. Timely complete and submit one (1) ePCR corresponding to each medical response;
3. Participate in the CVEMSA's quality improvement program; and
4. Have their Response Time compliance assessed and evaluated by the CVEMSA via FirstWatch OCU.

C. Other Fire Agencies' FRALS Services.

1. DISTRICT may negotiate, enter, and maintain, during the term of this Agreement, an agreement or agreements for FRALS services ("FRALS Agreement") with the City of Santa Rosa for a minimum of 12 ALS companies. The FRALS Agreement shall provide for the following:
 - a. Fair, full, and reasonable compensation for the FRALS provider's cost of providing FRALS services;
 - b. Support for the operational integrity for Fire Services so as not to compromise or impair fire or other public safety or emergency response, including during the City of Santa Rosa's declared fire season;
 - c. Timely data sharing and reporting to support auditing and enforcement of the FRALS Agreement.
 - d. Assessment and treatment of patients according to applicable CVEMSA protocols;

- e. Timely completion and submission of an ePCR corresponding to each medical response;
 - f. Participation in the CVEMSA's quality improvement program; and
 - g. Response time compliance assessment and evaluation via FirstWatch OCU.
2. DISTRICT may, but is not required to, negotiate, enter, and maintain FRALS Agreements with other fire agencies located within EOA-1 that desire to increase their services to an ALS level, based on a needs assessment conducted in collaboration with DISTRICT and with the approval of CVEMSA. Any FRALS Agreements with such other fire agencies shall require the prior written consent of CVEMSA.

D. FRALS Standards Compliance.

1. Unless an applicable FRALS Agreement is in place, DISTRICT must meet all Response Time requirements at 90% compliance with DISTRICT's own resources, in all Compliance Zones in accordance with Response Time requirements set forth hereunder.

SECTION III – RESPONSE TIMES AND LEVELS

3.1 AMBULANCE TIERED RESPONSE

- A. CVEMSA is implementing a tiered response system where all ambulance responses will be determined based on MPDS protocols and will respond based on the Priority Level(s) approved by the CVEMSA Medical Director. For those determinants approved by the CVEMSA Medical Director, DISTRICT may utilize a BLS ambulance in the 9-1-1 system for low acuity calls identified through the EMD process, in accordance with the implemented tiered response system. DISTRICT may provide a higher level of response than minimally approved by the CVEMSA Medical Director, however DISTRICT may not provide a lower level of response than allowed by the CVEMSA Medical Director.
- B. DISTRICT's obligations to provide BLS services in the 9-1-1 system, including the furnishing of BLS ambulances, resources, equipment, and personnel, shall be commensurate with CVEMSA's implementation of the tiered response system. For the avoidance of doubt, nothing in this Agreement shall require DISTRICT to furnish ALS ambulances, resources, equipment, or personnel instead of BLS ambulances, resources, equipment, or personnel identified in DISTRICT's Proposal dated March 1, 2023, or supersedes the CVEMSA Medical Director's determinations regarding implementation of the tiered response system.

3.2 COMPLIANCE ZONES AND PRIORITY LEVEL

- A. COUNTY's goal in contract oversight is the development of a system not reliant on liquidated damages but high performance. COUNTY expects DISTRICT's performance will meet or exceed Response Time standards and liquidated damages will rarely be assessed. COUNTY believes all attempts should be made to comply with Response Time standards such as, for example, SSP adjustments or increased staffing of ambulances, before it will assess any liquidated damages.
- B. It is DISTRICT's sole responsibility to be familiar with the geographic and weather considerations and the Compliance Zones identified in this SOS.
- C. Fractile Response.
 - 1. DISTRICT's Response Times shall be measured, reported, and evaluated against a 90% fractile standard. DISTRICT shall maintain Response Times with at least 90% compliance in each Compliance Zone.
 - 2. DISTRICT's Response Times shall be calculated for each Measurement Period to evaluate DISTRICT's performance, assess

liquidated damages, and/or determine whether DISTRICT has materially breached this Agreement.

3. A "Measurement Period" is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 100 calls. Compliance shall not be calculated until a Compliance Zone achieves at least 100 calls at the end of the month. In the event there are not at least 100 calls in that zone, calls are added to the subsequent month, or months until the 100-call count has been reached or exceeded.

D. Compliance Zones.

1. DISTRICT's compliance with CVEMSA's Response Time standards shall be measured, reported, and evaluated in six (6) Compliance Zones.
2. The six "Compliance Zones," which are set forth in greater detail in the EOA-1 map attached as Exhibit 4 to this Agreement, are the following:
 - a. Zone 1 : Oakmont (Urban)
 - b. Zone 2 : Rohnert Park (Urban)
 - c. Zone 3: Santa Rosa (Urban)
 - d. Zone 4: Sebastopol (Urban)
 - e. Zone 5: Semi-Rural subareas of EOA-1; an
 - f. Zone 6: Rural subareas of EOA-1.
3. STAT Ambulance Transfer. DISTRICT shall respond to all requests for an emergency interfacility ALS transfer within 20:00 of the requested pickup time, in accordance with CVEMSA Policy, including Policy 4014.
 - a. This category has a 20-minute Response Time standard 90% of the time. Emergency ALS IFT shall be measured, reported, and evaluated within EOA-1 as a whole.
 - b. For requested STAT Ambulance transfers where the patient does not meet the criteria listed in Policy 4014, DISTRICT shall be eligible for response time exemptions.

E. CVEMSA may reevaluate Compliance Zone configuration periodically, but not more than once every five (5) years, based on population changes in COUNTY and U.S. Census population data.

F. Priority Levels.

1. Response Times shall be prioritized consistent with IAED's Priority Dispatching and EMD Determinant standards for Alpha, Bravo, Charlie, Delta, and Echo responses:
 - a. Alpha: Code 2 all units;
 - b. Bravo: Code 3 first due resource, Code 2 second due resource;
 - c. Charlie: Code 3 first ALS resource, Code 2 second ALS or BLS resource (as approved by the CVEMSA Medical Director);
 - d. Delta: Code 3 all units; and
 - e. Echo: Code 3 all units.
2. COUNTY may adjust or modify these Priority Levels in due course as part of its planning, implementation, and evaluation of the EMS system and monitoring of DISTRICT's performance under this Agreement.

G. Response Time Standards.

1. DISTRICT's ambulance Response Times are measured for each Compliance Zone.
2. Ambulance Response Times may be extended for each Compliance Zone with a FRALS Agreement or the utilization of a DISTRICT FRALS or QRV unit.
3. DISTRICT shall meet or exceed the Response Times 90% of the time in each of the Compliance Zones at the Priority Levels as illustrated in the charts below:

ALS RESPONSE TIME REQUIREMENTS (CODE 3)			
AMBULANCE, FRALS, OR QRV	AMBULANCE WITH FRALS AGREEMENT, OR DISTRICT FRALS / QRV RESPONSE		
Zones 1-4 (Urban)	Zones 1-4 (Urban)		
Charlie, Delta & Echo	6:59	Delta & Echo	10:59
Alpha & Bravo	11:59	Alpha, Bravo, & Charlie,	15:59
Zone 5 (Semi-Rural)		Zone 5 (Semi-Rural)	

ALS RESPONSE TIME REQUIREMENTS (CODE 3)			
AMBULANCE, FRALS, OR QRV		AMBULANCE WITH FRALS AGREEMENT, OR DISTRICT FRALS / QRV RESPONSE	
Charlie, Delta, & Echo	13:59	Charlie, Delta, & Echo	17:59
Alpha & Bravo	17:59	Alpha & Bravo	21:59
Zone 6 (Rural)		Zone 6 (Rural)	
Charlie, Delta, & Echo	28:59	Delta & Echo	32:59
Alpha & Bravo	32:59	Alpha, Bravo, & Charlie	37:59
Wilderness		Wilderness	
Charlie, Delta & Echo	ASAP*	Charlie, Delta & Echo	ASAP*
Alpha & Bravo	ASAP*	Alpha & Bravo	ASAP*
Zone 8 (Emergency ALS IFT)		Zone 8 (Emergency ALS IFT)	
All Responses	20:00	All Responses	20:00

*Wilderness responses are not a separate Compliance Zone and do not have set Response Time standards; however, each Wilderness response shall be audited.

BLS RESPONSE TIME REQUIREMENTS (CODE 3)			
AMBULANCE, FRALS, FRBLS, OR QRV		AMBULANCE WITH FRALS OR FRBLS AGREEMENT, OR DISTRICT FRALS / QRV RESPONSE	
Urban		Urban	
Alpha, Bravo & Charlie	11:59	Alpha, Bravo, & Charlie	15:59
Semi-Rural		Semi-Rural	
Alpha, Bravo & Charlie	17:59	Alpha, Bravo & Charlie	21:59
Rural		Rural	
Alpha, Bravo & Charlie	32:59	Alpha, Bravo, & Charlie	37:59

3.3 RESPONSE TIME MANAGEMENT

- A. Dispatch CAD data and the FirstWatch On-line Compliance Utility ("OCU") is the program the CVEMSA will utilize to monitor this Agreement. OCU shall be used to calculate all DISTRICT Response Times. Ambulance Response Time measures are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient's situation. Response Times shall be measured in minutes and integer (whole) seconds and compliance determined on a fractile basis.
- B. Response Time specifications are for a performance-based approach involving defined Compliance Zones. The DISTRICT will be expected to commit to employing whatever effort is necessary to achieve the Response Time requirements set forth in this SOS. DISTRICT shall deploy ambulance resources and QRVs if utilized, in a manner consistent with this goal.

- C. Each incident is a separate response.
- D. Each incident will be counted as a single response regardless of the number of units that are utilized.
- E. The Response Time of DISTRICT's first arriving emergency ambulance will be used to compute DISTRICT's Response Time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for DISTRICT.

3.4 RESPONSE TIMES CALCULATION

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is provided to the assigned ambulance crew:
 - 1. Call priority and exact address or descriptive location such as building or landmark;
 - 2. If no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance Response Time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.
- B. Calculation of Response Time shall stop when:
 - 1. The assigned ambulance notifies dispatch that it is "on-scene," which is defined as AVL showing ten (10) miles per hour or less at the location where it shall be parked during the incident (which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident);
 - 2. In the instance of a response to an apartment or business complex, or mobile home park, when the unit enters the complex;
 - 3. In the event "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area; or
 - 4. At the time that dispatch receives notification by an authorized responder to cancel the ambulance response.
- C. In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. DISTRICT may also validate at scene time by MDC time stamp as documented in CAD, or AVL playback.
- D. Calculating Response Times – Changes in Call Priority.

- (1) Response Time calculations to determine compliance with Agreement standards and liquidated damages for non-compliance shall be as follows:
- a. Downgrades – If a call is downgraded to a lower priority before the emergency ambulance arrives at the scene, DISTRICT's compliance and liquidated damages will be calculated based on whether the higher priority Response Time standard has been exceeded at the time of the downgrade.
 - b. Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident prior to the emergency ambulance's arrival at scene, DISTRICT shall be deemed compliant and not subject to liquidated damages, provided the upgrade or change in priority does not occur after the passage of the lower priority Response Time threshold.
 - c. Reassignment Enroute – If an emergency ambulance is reassigned en-route or turned around prior to arrival at scene (e.g., to respond to a higher priority request), compliance and liquidated damages will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance at scene from which the ambulance was diverted.
 - d. Canceled Calls – If an assignment is canceled prior to the emergency ambulance's arrival at scene, compliance and liquidated damages will be calculated based on the elapsed time from assigned to the time the call was canceled.

3.5 RESPONSE TIME CORRECTIONS AND EXCEPTIONS

- A. DISTRICT may request Response Time Correction(s) of arrival at-scene time(s). In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at-scene time may be validated by CAD timestamp or Global Positioning System (GPS) based on Automatic Vehicle Location (AVL) playback.
- B. In some cases, certain specified responses will be excepted by CVEMSA and thereby deemed as compliant responses to be included in Response Time compliance calculations. These Exceptions will be for good cause only, as reasonably determined by CVEMSA. The burden of proof that there is good cause for the Exception shall rest with DISTRICT.

C. DISTRICT shall file a request for each desired Response Time correction or exception every month with CVEMSA via the online compliance utility (OCU) within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. CVEMSA shall grant or deny Exceptions to performance standards and shall so advise DISTRICT. CVEMSA shall respond to time correction or exception requests utilizing the OCU. Examples of Exceptions include but are not limited to:

1 Automatic Appeals (to be granted by CVEMSA):

- a. The call was downgraded at the scene by responders or by the dispatcher following COUNTY protocol and is Response Time compliant;
- b. The call was upgraded and is Response Time compliant; and
- c. Response canceled before the unit arrived at scene; must provide evidence that call was canceled within required Response Time.

2 Case-by-Case Appeals (to be considered by CVEMSA):

- a. Off-road or off-paved road locations. The on-time performance will be measured from the time of dispatch to the time the ambulance arrived at the unpaved road.

3.6 RESPONSE TIME EXEMPTIONS

- A. DISTRICT shall maintain sufficient resources to achieve the specified Response Time standards. DISTRICT shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, for example, deploying additional unit hours of ambulance coverage for holidays, special events, and weather-related emergencies, including periods of excessive heat or cold, or other weather-related anomalies, to accommodate related additional workload.
- B. In the calculation of DISTRICT's performance to determine compliance with Response Time Standards, every request for ground ambulance services from dispatch located within DISTRICT's assigned EOA-1 shall be included except in some cases, late and specified other responses will be excluded from Response Time compliance calculations and financial penalties. These Exemptions will be for good cause only, as reasonably determined by CVEMSA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with DISTRICT. DISTRICT may request that a response be excluded from the calculation of Response Time standards if that call meets the criteria defined below. DISTRICT shall file a request for each desired Response Time Exemption with CVEMSA (until

the OCU is operationally functioning in near real-time) within fifteen (15) days of the end of the previous Measurement Period. Such request shall list the date, the time, and the specific circumstances causing the delayed response. CVEMSA shall grant or deny exemptions to performance standards and shall so advise DISTRICT.

C. Examples of Exemptions may include, but are not limited to:

1. Automatic Appeals (to be granted by CVEMSA, upon complete and sufficient request):
 - a. Additional ambulances, excluding the first dispatched unit, responding to the same incident; and
 - b. Responding ambulance is involved in a traffic collision, and DISTRICT is determined to be not at fault by law enforcement.
2. Case-by-Case Appeals (to be considered by CVEMSA):
 - a. Inclement weather conditions that impair visibility or create other unsafe driving conditions.
 - b. Incorrect address provided by the requesting party.
 - c. An unavoidable delay caused by road construction.
 - d. Restricted roadway access.
 - e. Ambulance Patient Offload Time (APOT) delays in transferring care to a hospital emergency department. It will be the provider's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of the call through time unit available).
 - f. All other exemption requests shall be for good cause only, as determined by CVEMSA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is good cause for an exemption shall rest with DISTRICT, and DISTRICT must have acted in good faith. The alleged good cause must have been a substantial factor in producing excessive Response Times.

3.7 RESPONSE TIME REPORTING REQUIREMENTS

- A. Response Time performance reporting requirements and incident time documentation include, but are not limited to:

1. Time call received by REDCOM from PSAP;
 2. Time location verified by REDCOM;
 3. Time EMD completed by REDCOM;
 4. Time call received by DISTRICT.
 5. Time ambulance crew assigned;
 6. Time en-route to scene;
 7. Arrival at scene time;
 8. Arrival at patient's side;
 9. Total at scene time;
 10. Time en-route to transport destination;
 11. Total time to transport to destination;
 12. Arrival time at the destination;
 13. Time of patient transfer to receiving facility personnel (Transfer of care); and
 14. Time available at the destination (i.e., return to in service status).
- B. Notwithstanding the foregoing reporting requirements in Section 3.7.A., the calculation of Response Times for compliance purposes shall be made pursuant to the provisions of Section 3.4, above.
- C. The parties acknowledge that the above reporting requirements may change. COUNTY agrees to meet and confer with DISTRICT over such changes. If reporting requirements are modified and DISTRICT demonstrates an associated financial impact, CVEMSA agrees to meet and confer with DISTRICT over that impact and cost or revenue mitigation.
- D. DISTRICT must synchronize its clocks with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation. Notwithstanding synchronization of clocks with UTC, DISTRICT shall operate on the Pacific Time Zone (giving effect to any observance of daylight savings time in the County of Sonoma).
- E. Phase-In Period (Discovery Period).

1. For the first three months after the Service Start Date, Response Time requirements specified herein shall be enforced but liquidated damages will be waived to allow for adjustments in system status management. For the remainder of the Agreement's term, Response Time requirements must be met, and liquidated damages will be assessed for non-compliance, in accordance with this SOS.

F. Other Repercussions.

1. If CVEMSA, with the recommendation of the Emergency Medical Care Committee ("EMCC") or other contract oversight committee designated by CVEMSA, determines that DISTRICT for three (3) consecutive months has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single Compliance Zone in any rolling twelve (12) month period, COUNTY may determine that there is a material breach of the Agreement. Additionally, if DISTRICT has Extended Response Time as defined on more than one percent (1%) of all calls in EOA-1 which have not been granted Exceptions and/or Exemptions, COUNTY may determine that DISTRICT has committed a material breach this Agreement. COUNTY and DISTRICT acknowledge that the purpose of the Extended Response Time compliance requirement is to ensure the quality of patient care and that invoking this breach provision relative to Extended Response Time compliance may be necessary where DISTRICT is not using its best efforts to resolve issues affecting patient care. Therefore, before invoking a material breach for Extended Response Time non-compliance, COUNTY shall provide DISTRICT an opportunity to cure any failure to comply with Extended Response Time requirements, in accordance with Section 17.b of the PSA, and agrees not to invoke the breach provision for Extended Response Time if DISTRICT demonstrates best efforts to resolve issues contributing to DISTRICT's failure to meet the Extended Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:
 - a. DISTRICT agrees to conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
 - b. In consultation with CVEMSA, DISTRICT agrees it will utilize available resources and technology that do not unreasonably impact DISTRICT's cost or revenue to implement all process review study recommendations.
 - c. DISTRICT agrees to conduct 100% review (Clinical and Operations) on Extended Response calls.

2. Notwithstanding the foregoing, DISTRICT shall not be entitled to a cure opportunity under this Section 3.7.F if it has previously been afforded two such cure opportunities during the preceding three (3) years, or pursuant to COUNTY's right to immediately terminate this Agreement and/or effect an Emergency Takeover, pursuant to the terms of this Agreement.

3.8 RESPONSE TIME LIQUIDATED DAMAGES

A. Fractile Response Times.

1. Liquidated damages may be assessed each Measurement Period in the event a Response Time percentage falls below the 90% performance requirements for the categories in each Compliance Zone. The chart below illustrates the liquidated damages that may be assessed by CVEMSA. In addition, DISTRICT will be required to conduct a comprehensive performance improvement process anytime they fall below 90%. DISTRICT will be required to submit this report to CVEMSA within fifteen (15) days following the identification of underperformance. CVEMSA will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, including adjustments to the system status plan or other measures to comply with the 90% requirement.

Fractile Response Time Liquidated Damages Per Compliance Zone	
Compliance %	Liquidated Damages
89% to 89.99%	\$1,000
88% to 88.99%	\$2,000
87% to 87.99%	\$3,000
86% to 86.99%	\$5,000
85 to 85.99%	\$6,000
Less than 85%	\$8,000

2. Minimum Call Requirement – Compliance with Response Times standards set forth herein will be calculated for each Compliance Zone per Measurement Period.
3. In the event DISTRICT fails to meet minimum Response Times in the same zone for a second consecutive Measurement Period, a \$50,000 Liquidated Damage assessment will be applied. DISTRICT will be required to add additional ambulance unit hours until compliance has been achieved. If DISTRICT is not successful in meeting compliance following these measures, DISTRICT will be considered in material breach of this Agreement.

4. In the event DISTRICT is out of compliance in multiple Compliance Zones more than two times in a year, a \$50,000 Liquidated Damage assessment will be applied, and DISTRICT will be required to add additional ambulance unit hours until compliance has been achieved. If DISTRICT is not successful in meeting compliance following these measures, DISTRICT will be considered in material breach of this Agreement.

B. Extended Response Times.

1. DISTRICT may be assessed liquidated damages in the amount of \$500.00 (not including any Additional Liquidated Damages pursuant to Section 3.8.C) for each ambulance response greater than 10:00 minutes beyond the maximum Response Time for the corresponding Compliance Zone ("Extended Response"). This applies to DISTRICT's or its ambulance subcontractor's responses, in either case DISTRICT will be held responsible.
2. CVEMSA will require DISTRICT to audit all Extended Responses for root cause and conduct a quality improvement review on the patient and ePCR to determine if any negative outcome may be attributed to the Extended response.
3. In the event DISTRICT achieves a Response Time performance of 98% or greater in each Compliance Zone for any given Measurement Period, COUNTY shall not assess liquidated damages pursuant to Section 3.8.B.1 for that Measure Period.

C. Additional Liquidated Damages.

Additional Liquidated Damages (per incident)	
A preventable mechanical failure (as determined by CVEMSA) with a patient on board ambulance (if the vehicle is out of compliance with COUNTY approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	\$500
Failure of the crew to report Response Times at-scene and the at-scene time is not verifiable by other pre-agreed reliable means such as GPS.	\$250

D. Payments and Use of Liquidated Damages.

1. CVEMSA will make the final liquidated damage determination based on this Section 3.8 and will inform the DISTRICT of the incidents and liquidated damages incurred each Measurement Period. DISTRICT shall pay CVEMSA all liquidated damages within 30 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed each Measurement Period on any payment made after the due date. The DISTRICT will pay all liquidated damages

assessments to the Sonoma County EMS Trust in Section 28-15 (b) of the Sonoma County Code.

2. Liquidated damages collected will be utilized in accordance with Sections 1797.98a et seq. of the California Health and Safety Code and CVEMSA policy.
3. FirstWatch OCU program will generate a compliance report identifying any liquidated damages as required.

SECTION IV – VEHICLES

4.1 EOA-1 CONTRACT SERVICES VEHICLES

DISTRICT shall provide and maintain all ambulances, support vehicles, and on-board equipment used by DISTRICT to perform Contract Services in accordance with this Agreement. All vehicles set forth in this Section IV shall be fully committed to provide Contract Services under the terms of this Agreement. All costs associated with these vehicles shall be the responsibility of DISTRICT.

4.2 VEHICLE SPECIFICATIONS

A. Ambulance Requirements. Ambulances must conform to the following requirements:

1. At the Service Start Date, DISTRICT shall provide twenty (20) Type III and Type I ambulances (14 ALS and 6 BLS) that meet all COUNTY specifications.
 2. DISTRICT shall provide two dedicated 4x4 ambulances for EOA-1, with an additional two 4x4 ambulances outside of EOA-1 available for use throughout Sonoma County, including the most rugged areas.
 3. Ambulances must be configured to meet the safety and ergonomic needs of employees.
 4. DISTRICT shall provide one (1) fully equipped Multi-Patient Rescue Ambulance that can accommodate wheelchairs and features 12 beds, seating for patients with minor injuries, oxygen delivery, and wireless patient monitoring capabilities;
- B. Each type of ambulance shall be identically configured for level of service:
1. All ALS ambulances shall be identically configured.
 2. All BLS ambulances shall be identically configured.
- C. DISTRICT shall utilize hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients and EMT/paramedics.
- D. DISTRICT shall utilize Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and GPS mapping technology in accordance with Section 5.3.
- E. Ambulances shall meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.

- F. Ambulances shall be limited to a maximum mileage of 275,000, and no more than 300,000 under any circumstance. Any ambulance not new at the start of this Agreement must include a list of brand name, model, age, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.
- G. Ambulance signage, and any changes thereof, must be approved by CVEMSA before implementation.
- H. To ensure safe transport of patients who cannot be safely transported by traditional ambulances, DISTRICT shall deploy a Type III dedicated bariatric ambulance equipped with mounted bariatric ramps, and a bariatric gurney capable of supporting up to 1,600 pounds.
- I. DISTRICT's personnel shall have training for the safe movement and transport of morbidly obese patients.
- J. Support Vehicles Requirements.
 1. At the Service Start Date, DISTRICT shall provide the following support vehicles to provide, or support the provision of, Contract Services under this Agreement:
 - a. Five new Chevrolet Tahoe heavy duty 4x4 supervisor units;
 - b. Two new Ford Lightning F150 electric pickup trucks for logistical support vehicles, with a third new Ford Lightning F150 electric pickup truck, currently ordered, to be delivered by not later than June 1st, 2024, subject to manufacturer's timeline;
 - c. One Special Operations Response Vehicle;
 - d. One Mobile Command Vehicle; and
 - e. One All-Terrain Vehicle.
 2. The support vehicles set forth in Section 4.2.J, shall satisfy the following requirements:

Support Vehicle Requirements			
Vehicle Type	Equipped pursuant to CVEMSA Supplies and Medications Policy No. 4004	Mileage < 200,000 miles	Meet Dept. of Transportation Code 3 Response Standards
Chevrolet Tahoe supervisor units	Yes	Yes	Yes

Ford Lightning F150 logistical support vehicles	N/A	Yes	N/A
Special Operations Response Vehicle	Yes	Yes	Yes
Mobile Command Vehicle	N/A	Yes	Yes
All-Terrain Vehicle	Yes	Yes	N/A

3. DISTRICT shall provide specifications for any vehicle to be utilized by DISTRICT under this Agreement.

K. Vehicle Markings.

1. Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.
2. Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (“NFPA”) Standard 1901 for vehicles in effect at time of vehicle initial deployment.
3. Ambulance and Supervisor vehicles shall display the “9-1-1” emergency telephone number but shall not display any other telephone number or advertisement.
4. Ambulance and Supervisor vehicles shall be marked to identify the name of the DISTRICT and Sonoma County.

4.3 VEHICLE MAINTENANCE PROGRAM

- A. DISTRICT shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work.
- B. DISTRICT shall maintain all ambulances, support vehicles, and on-board equipment used in the performance of this Agreement in good repair and safe working order consistent with the manufacturer’s specifications. In addition, detailed records shall be maintained in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.
- C. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function,

- or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.
- D. DISTRICT must timely remove from service, and repair or replace, ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained.
- E. DISTRICT must implement an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performing emergency medical services system in California, including by:
1. Utilizing appropriately trained personnel knowledgeable in the maintenance and repair of commercial vehicles;
 2. Developing and implementing standardized maintenance practices; and
 3. Incorporating an automated electronic maintenance program record-keeping system.
- F. DISTRICT shall submit to CVEMSA a copy of DISTRICT's vehicle maintenance program within thirty (30) days of the Service Start Date, and annually thereafter.
- G. DISTRICT shall maintain its vehicles and bio-medical equipment to, or exceeding, manufacturer's recommendations and standards which shall be updated annually at minimum. All costs of compliance testing, maintenance and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the DISTRICT's expense.
- H. COUNTY shall have access to all vehicle and equipment maintenance reports upon request within two (2) business days of the request. In the instance of a sentinel event, however, DISTRICT shall give COUNTY immediate access upon request.

4.4 VEHICLE SAFETY PROGRAM

- A. Driver Safety Courses. DISTRICT shall provide an Emergency Vehicle Operator's Course (EVOC) or Coaching the Emergency Vehicle Operator Course (CEVO), along with annual training updates, for all personnel who operate a vehicle in performing Contract Services under this Agreement, to promote safe driving and prevent vehicular crashes/incidents.
- B. Safe Driving Technologies. DISTRICT shall utilize driver modification software and drive camera technologies to promote safe ambulance driving, prevent crashes/traffic incidents, and reduction of environmental impacts.

- C. Each ambulance shall be equipped with hydrostatic sprayers to ensure the highest standards of vehicle and equipment sanitation.
- D. DISTRICT shall participate in the DMV Employer Pull Notice ("EPN") program.

4.5 MEDICAL SUPPLIES AND EQUIPMENT

- A. DISTRICT shall furnish and maintain, in good repair and safe working order, all medical supplies and equipment necessary to perform DISTRICT's obligations in accordance with this Agreement.
- B. CVEMSA shall have the right and be granted access to inspect DISTRICT's vehicles and local facilities in accordance with Section 15.e of the PSA.
- C. To the extent possible, such equipment and supplies will be stored in the same location in all similar types of ambulances.
- D. Durable equipment does not need to be new as of the Service Start Date, but DISTRICT shall be required to meet all specifications and perform all periodic maintenance as recommended by the manufacturer.
- E. DISTRICT ambulances and support vehicles shall be fully stocked by DISTRICT with medical supplies and equipment in accordance with federal, state, and CVEMSA requirements for ALS, BLS, and multi-casualty incident response, and carry essential medical equipment and supplies so that initial patient care can be provided, should the vehicle arrive first at the scene of an emergency, and shall have sufficient expendable medical supplies to accommodate other ambulances and support vehicles taken out of service during repairs and for times of excessive demand in the EMS system. Each ambulance and support vehicle will be stocked in accordance with this Section 4.5 prior to responding to a call for service. DISTRICT is responsible for ensuring adequate inventory on its ambulances and support vehicles to meet the demands of multiple patients and sequential calls for service.
- F. COUNTY and DISTRICT acknowledge and agree that equipment and supply requirements may be changed, with the approval of CVEMSA, due to changes in technology, regulations, or for other appropriate reasons. Should requirement changes have a financial impact, DISTRICT and COUNTY agree to meet and confer over that impact.
- G. DISTRICT shall replenish all expendable medical supplies on ambulances and support vehicles utilized in providing the Contract Services, including but not limited to, medications and oxygen.
- H. Medical Supply Restocking.

1. EOA-1 Fire Agencies. DISTRICT shall provide one-for-one disposable medical supplies and medications to restock all EOA-1 fire departments and first response agencies, at no cost after each call.
2. EOA-1 Law Enforcement Agencies. DISTRICT shall work with law enforcement agencies in EOA-1 to develop a mechanism for restocking critical access/treatment medical supplies used by such agencies before EMS resources arrive on scene.

SECTION V – DISPATCH AND COMMUNICATIONS

5.1 REDCOM DISPATCH REQUIREMENTS

A. Dispatch Agreement.

1. DISTRICT shall utilize REDCOM for 9-1-1 call processing and EMD dispatching services and shall enter, and maintain during the term of this Agreement, an agreement with REDCOM for such services ("Dispatch Agreement").
2. DISTRICT shall be solely responsible for all costs, expenses, and other amounts payable by DISTRICT to REDCOM pursuant to the terms of the Dispatch Agreement.

B. Dispatch Agreement Provisions.

1. Consistent with REDCOM and CVEMSA policy, the Dispatch Agreement shall, at a minimum, require REDCOM to:
 - a. Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points;
 - b. Utilize MPDS and ProQA -AQUA;
 - c. Adhere to the ambulance provider's SSM deployment plan;
 - d. Relay pertinent information to responding first responder and ambulance personnel;
 - e. Monitor and track responding resources;
 - f. Coordinate with public safety and EMS providers as needed;
 - g. Provide "live" access to CAD and audio recorder systems, and will provide DISTRICT with access to various reports agreed upon by REDCOM, DISTRICT, and CVEMSA;
 - h. Develop dispatch procedures cooperatively with CVEMSA and the DISTRICT including dispatch performance standards and compliance;
 - i. Make timely operational changes when DISTRICT requests modified dispatch procedures for ambulance deployment. Changes requiring Vendor support may come at an additional negotiation and cost;

- j. Provide timely electronic reports that are designed jointly by REDCOM and DISTRICT following agreed-upon timelines;
- k. Implement Priority Dispatch protocols, and future alternate destination when established by CVEMSA; and
- l. Serve as a 24-hour contact point for CVEMSA's duty officer and Sonoma County Medical Health Operational Area Coordinator (MHOAC).

5.2 DISTRICT'S DISPATCH AND COMMUNICATIONS OBLIGATIONS

- A. DISTRICT shall be required to obtain, install, and maintain, in ambulances and support vehicles performing Contract Services under this Agreement, all such communications equipment identified in Section 5.3.
- B. DISTRICT shall be financially responsible for installation, purchase, rental, and/or maintenance of communication equipment in ambulances and support vehicles performing Contract Services under this Agreement.
- C. DISTRICT shall establish policies that ensure that upon receipt of request for Contract Services other than through 911/PSAP, pertinent information including callback number, location, and nature of the incident is ascertained.

5.3 CVEMSA REQUIREMENTS FOR AMBULANCE COMMUNICATIONS

- A. CVEMSA has determined the following requirements for ambulance communication system equipment and management to be necessary for the effective and efficient dispatch and operation of Contract Services:
 - 1. DISTRICT shall utilize the current Sonoma County approved radio system for two-way voice communications between REDCOM, ambulances, and support vehicles. DISTRICT shall consult with COUNTY in advance of purchasing or installing radios.
 - 2. DISTRICT shall have the capability for two-way voice communications with other fire service agencies.
 - 3. DISTRICT shall equip each ambulance performing Contract Services with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs, including as set forth in Section 5.3.A.4 below. Every on-duty ambulance and crew member must be able to communicate at all times and locations with REDCOM, other ambulances, support vehicles, receiving facilities, and fire agencies.

4. DISTRICT shall equip each ambulance and support vehicle performing Contract Services with the following:
 - a. A mobile radio system capable of communicating on all Sonoma County Operational Area frequencies designated by REDCOM for 911 ambulances in the front cab and ambulances shall be capable of hospital communication in the rear/patient compartment.
 - b. A portable radio capable of communication on all Sonoma County Operational Area frequencies specified by REDCOM for portable EMS radios for each assigned crew member for medical communication and communication with dispatch, and other public safety responders. Each ambulance must have two portable radios, one for each crew for medical communication, and one mobile or portable radio capable of interoperability with fire channels.
 - c. Appropriate emergency communications and redundant alerting devices enabling immediate notification of on-duty ambulance and support vehicle personnel of emergency situations and associated system needs. Each on-duty ambulance and support vehicle must be able to communicate, at all times and locations, with REDCOM, other ambulances, support vehicles, receiving hospitals, fire agencies, and COUNTY.
 - d. Automatic Vehicle Location ("AVL")/Geographic Positioning System ("GPS") technology. AVL/GPS shall be continuously operable while the vehicle is in service (except when compromised by factors determined by COUNTY beyond the DISTRICT's control) for system status management purposes, including but not limited to unit selection, dispatch, tracking, safety, and Response Time reporting. DISTRICT's AVL/GPS equipment: (1) shall be interfaced with REDCOM's CAD system; and (2) shall be capable of transmitting, receiving, and processing data with speeds as close to near real-time as technologically possible. GPS equipment failures shall not result in an ambulance being "out of service," and DISTRICT shall make reasonable efforts to immediately seek repair of malfunctioning GPS equipment.
 - e. A mobile data computer ("MDC") which shall be interfaced with REDCOM's CAD system and capable of timely receiving and transmitting essential incident and status data in accordance with REDCOM and COUNTY requirements. MDCs may take the form of tablet devices. The MDC shall contain integrated

- mapping software which provides real time automated distance and traffic-based destination routing, thereby enabling efficient and timely vehicle travel. MDCs and associated software shall transmit, receive, and process data with speeds as close to near real-time as technologically possible.
- f. Mobile computers or tablets with software to generate an ePCR with wireless capabilities to transfer ePCR data to hospitals and CVEMSA.
 - g. Cell phones for direct landline communications with the base hospital, receiving hospitals, dispatch centers, and other necessary personnel or agencies.
 - h. Radio equipment suitable for operation on California Emergency Coordination Radio System ("CALCORD").
 - i. For ALS ambulances and support vehicles, communications systems and technology enabling transmission of 12-Lead electrocardiograms to receiving facilities, in accordance with COUNTY specifications.
5. DISTRICT shall be responsible for installing and maintaining all communications equipment on the appropriate frequencies necessary to perform its services pursuant to this Agreement.
 6. DISTRICT shall be fully responsible for the cost of purchasing, maintaining, repairing, and replacing all communication equipment of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and cellular accounts, including data fees on equipment owned by DISTRICT.
 7. COUNTY and DISTRICT acknowledge that CVEMSA's ambulance communication system equipment and management requirements may be changed and DISTRICT may be required to obtain or replace ambulance communication system equipment due to changes in technology, industry standards, regulations, or for other appropriate reasons. Should any such changes likely result in a material financial impact to DISTRICT, DISTRICT and COUNTY shall meet and confer over that impact.
 8. DISTRICT shall ensure that a record of calls, as defined in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained. In addition, DISTRICT shall maintain a record of all requests for Contract Services.

SECTION VI – PERSONNEL

6.1 MANAGEMENT, SUPERVISION, AND KEY PERSONNEL

The parties expect and require professional and courteous conduct from Key Personnel at all times. Each party shall address and correct any departure from this standard of conduct.

DISTRICT's leadership staff and Key Personnel may be qualified by education, experience and licensure for multiple positions within DISTRICT's organizational structure. DISTRICT's Key Personnel may staff more than a single position at different times.

6.2 MANAGEMENT AND SUPERVISION

- A. DISTRICT shall have management and supervisory personnel to manage all aspects of the Contract Services, including administration, operations, EMS training, clinical quality improvement, record keeping, 24/7 System Support Technicians, and field supervision. Such supervision shall be provided continuously 24-hours per day.
- B. DISTRICT shall ensure sufficient staffing of management and personnel to monitor, evaluate, and improve clinical care provided by DISTRICT's personnel and ensure that on-duty personnel are operating professionally and competently.

6.3 AMBULANCE STAFFING REQUIREMENTS

- A. ALS ambulances shall be staffed with at least one (1) paramedic and either another paramedic or a California state certified EMT equipped to render ALS level care and transport.
- B. BLS ambulances must be staffed with at least two (2) California state certified EMTs.
- C. DISTRICT shall staff ambulances providing Contract Services under this Agreement with at least 51% of full-time employees.

6.4 AMBULANCE WORK SCHEDULES AND CONDITIONS.

- A. Ambulance Personnel Work Shifts and Working Conditions. During the term of this Agreement, working conditions for ambulance personnel, including work schedules, work assignments, workload protection and related audits,

- employee wellness shall be established and set forth in written policies or collective bargaining agreements.
- B. The maximum unit hour utilization for 24-hour ambulance units shall not exceed 0.40 based on end of month calculations, without prior approval by CVEMSA. DISTRICT shall track unit hour utilization and, upon request, make such data available to CVEMSA.
- C. Occupational Health and Safety and Communicable Disease Control. During the term of this Agreement, DISTRICT shall implement and maintain programs, policies, and procedures for occupational health and safety and communicable disease control, including communicable disease prevention, which shall comply with all applicable federal, state, and COUNTY laws and regulations.
- D. Physical and Mental Health.
1. Screening.
 - a. During the term of this Agreement, DISTRICT shall implement and maintain pre-employment and ongoing physical and mental health evaluation processes to ensure ambulance personnel are physically and mentally fit to perform their duties.
 2. Resources.
 - a. During the term of this Agreement, DISTRICT shall offer ambulance personnel programs, courses, and other support structures for physical fitness and behavioral health and wellness.
 3. Fatigue.
 - a. To mitigate fatigue and safety concerns, DISTRICT's paramedics and EMTs working on ambulances or support vehicles shall work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced. DISTRICT shall take reasonable steps to ensure that patient care is not compromised by impaired motor skills of personnel without adequate rest.
- E. DISTRICT shall have the ability to efficiently and effectively recall personnel to increase ambulance staffing and deployment to meet demand for Contract Services within EOA-1.

6.5 FIELD SUB-STATIONS

- A. DISTRICT shall provide sufficient field substations for ambulance personnel located throughout EOA-1 at strategic posts that are accessible 24/7 to on-duty field-based personnel, and which shall, at a minimum:
 - 1. Be climate controlled (air conditioning and heat);
 - 2. Have adequate and comfortable seating to accommodate a complete on-duty crew;
 - 3. Have at least one operable toilet, sink, and microwave as well as a desk, task chair;
 - 4. Have data capability to enable patient care charting; and
 - 5. Have adequate accommodations to meet the needs of nursing mothers.

6.6 EMPLOYEE COMPENSATION

- A. DISTRICT acknowledges and supports COUNTY's intent to retain the expertise of the existing workforce, and DISTRICT shall comply with the compensation/fringe benefit priorities, consistent with Sonoma County Code Chapter 28, Section. 17(h)(8), and in accordance with the terms of the PSA.

6.7 WORKFORCE AND DIVERSITY

- A. DISTRICT acknowledges that COUNTY places a high priority on ensuring culturally responsive patient care with emphasis on workforce diversity and ensuring equity in serving diverse populations.
- B. DISTRICT and its subcontractors represent that their organizational values, policies, and structures enable field EMS personnel to work effectively cross-culturally and mirror the diverse nature of Sonoma County, including but not limited to providing instant, and telephonic translation services.
- C. DISTRICT acknowledges that field personnel with bilingual skills reflecting the diversity of languages spoken in Sonoma County are highly valued, and DISTRICT shall offer ambulance personnel an additional 2% raise to the step rate of pay for bilingual personnel to attract and retain skilled professionals to better serve underserved populations.
- D. DISTRICT shall provide ambulance personnel with phone-based translation services and Patient Care Reports signature forms and HIPAA notices translated into non-English languages as required by HIPAA or in accordance with other applicable law.

6.8 RECRUITMENT, HIRING, AND RETENTION PROGRAM

- A. During the term of this Agreement, DISTRICT shall implement and maintain a recruitment, hiring and retention program. Subject to the terms and conditions of applicable collective bargaining agreements, the program will feature, among other things, the following:
1. In the event of a Staffing Crisis:
 - a. Referral bonuses up to \$2,500 and relocation bonuses up to \$10,000 consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed, and/or accredited;
 - b. Postgraduation scholarships for recently accredited and qualified paramedics within twelve (12) months of application to reimburse paramedic school costs up to \$7,500; and
 2. Offers of employment to all members of incumbent workforce, with no reduction in seniority, wages, or benefits, and transition bonuses to incumbent paramedics (\$5,000), EMT (\$3,500), and logistics support staff (\$1,500);
 3. Relocation bonuses for new hires from outside the region;
 4. Experience/step matching for new hires;
 5. Active recruitment at local and regional EMT schools, community colleges, and high schools;
 6. Referral bonuses for current personnel;
 7. Career fairs (Bay Area and Sacramento Regions);
 8. Quarterly retention bonuses based on gross pay in the quarter (discretionary);
 9. Ten (10) paid apprenticeships annually, to young people and community members;
 10. Twenty (20) \$500 scholarships each year during the contract term for local teens and young adults seeking EMT training; and
 11. At least five (5) scholarships annually to current EMTs in DISTRICT's workforce to pursue Paramedic School.
- B. DISTRICT represents it is the intent of DISTRICT's ambulance services subcontractor to offer employment to, and recognize all seniority

(classification, wage scale, shift bid and anniversary) dates for, the incumbent workforce (i.e., ambulance personnel currently employed by the prior designated EOA-1 provider). DISTRICT's ambulance services subcontractor shall honor acceptance of its offers of employment as described in Section 6.8.A.2 by any member of the incumbent workforce who submits an executed job offer letter to DISTRICT's ambulance services subcontractor on or before November 10, 2023. DISTRICT's ambulance services subcontractor may honor acceptance of its offers of employment as described in Section 6.8.A.2 by any member of the incumbent workforce who submits an executed job offer letter to DISTRICT's ambulance services subcontractor on or after November 10, 2023, on a case-by-case basis, with priority given to such incumbent workforce members over non-incumbent applicants, to the extent allowable by law.

6.9 EMPLOYEE SAFETY AND WELLNESS

- A. DISTRICT shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California or any updates, amendments, or replacements to that policy, as well as all other applicable state, federal or local requirements.
- B. DISTRICT shall ensure that all prehospital personnel be trained in prevention, personal protective equipment, and universal precautions.
- C. DISTRICT shall develop and implement an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). DISTRICT shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- D. DISTRICT will have an employee wellness programs to include activities such as company-sponsored exercise, weight-loss, educational seminars, tobacco-cessation programs, and health screenings that are designed to help employees eat better, lose weight, and improve their overall physical health.
- E. DISTRICT will provide employees access to a Planet Fitness gym membership at no cost, allowing them to work out at their convenience. Terms of said access are the DISTRICT's discretion. In addition, DISTRICT field providers can access workout equipment located at SCFD Fire stations.
- F. DISTRICT shall establish and maintain a Health and Safety program which shall include, at a minimum:

1. Pre-screening of potential employees (including drug testing);
 2. Initial and on-going driver training as described in Section 4.4;
 3. Lifting technique training;
 4. Hazard reduction training;
 5. Review of employee health/infection control-related information, such as needle sticks, employee injuries, immunizations, exposures, and other safety/risk management issues;
 6. Involvement of employees in planning and executing its safety program; and
 7. Review of current information related to medical device FDA reportable events, recall, equipment failures, and accidents.
- G. DISTRICT's health, safety and risk mitigation process, in performance of this Agreement, must include, at minimum:
1. Gathering data on all incidents that occur among the DISTRICT's workforce;
 2. Analyzing the data to find causative factors and determine preventive measures;
 3. Devising policies prescribing safe practices and providing intervention in unsafe or unhealth work-related behaviors;
 4. Gathering health and safety information as required by law;
 5. Implementing training and corrective action on health and safety related incidents, as required by law;
 6. Providing initial and on-going training and safe practices and interventions; and
 7. Providing safe equipment and vehicles.

6.10 CRITICAL INCIDENT STRESS MANAGEMENT AND EMPLOYEE RESILIENCE PROGRAM

- A. During the term of this Agreement, DISTRICT shall establish a stress management and employee resilience program for ambulance personnel to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.

- B. DISTRICT shall provide CVEMSA with documentation sufficient to identify all elements of the Critical Incident Stress Management Program and Employee Assistance Program.

6.11 PARAMEDIC AND EMT TRAINING REQUIREMENTS

A. Continuing Education (CE) Provider Requirements.

1. DISTRICT shall be approved, and maintain approval, by CVEMSA as a Continuing Education Providers prior to the Service Start Date. Staff responsible for clinical education and clinical quality improvement must be able to meet the qualifications for EMS CE clinical direction following the California Code of Regulations, Title 22, Division 9, Chapter 11, and CVEMSA policy.
2. Training Records. DISTRICT must maintain a single electronic database for all clinical personnel detailing personnel, employment status, certification/licensure, accreditation, required certifications within the contract (e.g., ACLS, PALS, EVOC), and on-going training required by the CVEMSA Medical Director (e.g., quarterly training). CVEMSA shall have electronic access to this database. The database will be continually updated so that records are current. DISTRICT shall immediately report to CVEMSA, with a correlating corrective action plan, any failure to retain such records and/or permitting personnel to provide services absent required licensure, accreditation, certification, and/or credentialing.

B. Core Training and CE Program Requirements.

1. DISTRICT must provide, on an ongoing basis, a comprehensive training and CE program for all paramedic and EMT personnel performing Contract Services under this Agreement, which shall include, but not be limited to, the following:
 - a. Advanced training for EMTs staffing ALS ambulances;
 - b. Orientation to the EMS system, as set forth in Section 6.11.F;
 - c. Bariatric training for paramedics and EMTs (i.e., the safe movement and transport of morbidly obese patients);
 - d. Customer service and cultural sensitivity;
 - e. Pre-accreditation education, supervision, and evaluation;
 - f. Continuing education that is linked to quality improvement activities, including skills, procedures protocols, issues, and other programs;

- g. Other programs and activities to maintain uniform skill proficiency;
 - h. Training and skills development for effectively managing patients with psychiatric, drug/alcohol, or other behavior or stress related programs, as well as difficult scenes;
 - i. Comprehensive training and education for ambulance personnel regarding CVEMSA Administrative Policies and Procedures and Treatment Guidelines;
 - j. Integration of fire service first responders;
 - k. Timely, accurate, and accountable communications with EMS personnel regarding changes in EMS system policies, procedures, protocols, or precautions; and
 - l. A database system for maintaining paramedic and ambulance EMT records, including employment, certification/licensure, paramedic accreditation, required training programs, and on-going training.
2. DISTRICT shall provide local EMS training programs with priority placement for student field observation and field internships.
- C. CVEMSA Accreditation. Paramedics providing services under this Agreement shall be accredited by CVEMSA in accordance with CVEMSA policy. If, in the future, CVEMSA policy requires accreditation of EMTs in accordance with state law or regulation, DISTRICT's EMTs providing services shall become accredited in accordance with such policy.
- D. Paramedic Certifications. Paramedics providing services under this Agreement shall obtain and maintain current valid certifications for:
1. Pediatric Advanced Life Support (PALS) or Pediatric Education for Prehospital Personnel (PEPP) Certification or equivalent as determined by the CVEMSA Medical Director.
 2. Prehospital Trauma Life Support (PHTLS) or Basic Trauma Life Support or equivalent as determined by the CVEMSA Medical Director; and
 3. Advanced Cardiac Life Support (ACLS) or equivalent as determined by the CVEMSA Medical Director.
 4. If the CVEMSA Medical Director has approved equivalent training, DISTRICT shall adequately document that each paramedic undertaking such equivalent approved training has satisfactorily

completed such approved training to ensure competency in the skills included in the respective certification programs above.

E. Paramedic and EMT Certification. Paramedics and EMTs providing services under this Agreement shall obtain and maintain current valid certifications for:

1. Cardiopulmonary resuscitation ("CPR"), including a current Professional Rescuer course completion card issued by the American Heart Association or equivalent as determined by the CVEMSA Medical Director. If the CVEMSA Medical Director has approved equivalent training, DISTRICT shall adequately document that each paramedic and EMT undertaking such equivalent approved training has satisfactorily completed such approved training to ensure competency in the skills included in the respective certification programs above.

F. EMS System Orientation.

1. DISTRICT shall ensure that all field personnel, not previously employed in Sonoma County attend an orientation to the Sonoma County EMS System which shall be approved by CVEMSA.
2. This EMS system orientation shall include a 40-hour mandatory didactic course of classroom and hands-on instruction, and shall cover the following topics:
 - a. DISTRICT policies and procedures;
 - b. Content prescribed by CVEMSA under Cal. Code Regs. tit. 22, § 100166(a)(3), including,
 - i. CVEMSA policies, procedures, and treatment protocols;
 - ii. Radio communications;
 - iii. Hospital/facility destination policies;
 - iv. Specialized systems of care;
 - v. EMS documentation requirements;
 - vi. Local Optional Scope practices; and
 - c. Other unique features of the EMS system;
 - d. Legal and regulatory compliance topics;
 - e. Safety and risk management, and

- f. Disaster training.
- G. Implementation. DISTRICT shall have 120 days from the Service Start Date to ensure its personnel satisfy the certification requirements of Sections 6.11.D.

6.12 SUPPLEMENTAL SPECIALTY TRAINING

- A. Incident Command System (ICS) Training.
 - 1. DISTRICT shall train all ambulance personnel, supervisory personnel, and management personnel performing services under this Agreement on ICS, Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and local doctrine. As of the Service Start Date, training standards include:
 - a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700b, IS- 800a, Hospital Incident Command System (HICS), and SEMS; and
 - b. Supervisory field personnel, managers, and directors: ICS-100, ICS-200, ICS-300, ICS-400, IS-700b, IS-800a, HICS and SEMS.
- B. Wildland Fire Awareness.
 - 1. Ambulance field, supervisory and management personnel performing services under this Agreement shall receive access to attend annual, awareness training on basics of the wildland fire environment, including principles contained in the S-190: Introduction to Wildland Fire Behavior Course.
- C. Structure Fire / HAZ-MAT Response.
 - 1. Ambulance field and supervisory personnel performing services under this Agreement shall train with fire response staff regarding the provision of medical care and transport for injured civilians and firefighters in structure fire and HAZ-MAT environments.
- D. Technical Rescue.
 - 1. Ambulance field and supervisory personnel performing services under this Agreement shall receive access to annual, awareness and safety training for High-Angle, Low-Angle, and Swiftwater technical rescue.
- E. Aircraft Operations.

1. Ambulance field and supervisory personnel performing services under this Agreement shall receive training for emergency responses that require aircraft operations, including participation in triennial exercises featuring MCI scenarios, aircraft safety training, and landing zone selection for off-airport areas.

6.13 HOSPITAL INTERFACE

- A. DISTRICT shall have a user-friendly and effective system for hospitals to communicate with ambulance management, quality improvement staff, and ambulance paramedics and EMTs.
- B. DISTRICT shall ensure that there will be an electronic transmission of 12-lead ECG for suspected STEMI to the hospital prior to patient arrival and that this 12-lead ECG will be included in the electronic copy of the medical record.
- C. DISTRICT shall ensure that there will be early notification of incoming patients by the ambulance crew with all pertinent information presented in a concise and standardized format and according to CVEMSA policy.
- D. DISTRICT shall ensure that the ePCR will be available to hospital personnel according to CVEMSA policy.

6.14 COMMUNITY EDUCATION AND INVOLVEMENT

- A. DISTRICT shall, at least annually, plan and implement community education programs regarding the Contract Services or EMS within EOA-1, which shall include presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR/AED training events, participation in EMS week and other educational activities involving prevention, system awareness, system access, and appropriate utilization of the EMS system. DISTRICT and CVEMSA staff will collaborate to identify appropriate community groups.
- B. DISTRICT's community education programs shall address the following:
 1. Educating medical clinics and skilled nursing facilities on accessing and efficient use of 9-1-1 and the Contract Services;
 2. Hands-Only CPR Community Education;
 3. Cardiac Health / Chest Pain Awareness;
 4. Community AED Program;
 5. PulsePoint – Maintenance and Support (dependent on Save Lives Sonoma, access and involvement)

6. Stop the Bleed Campaign;
 7. F.A.S.T. – Stroke symptom awareness and education;
 8. Home safety;
 9. Fall prevention;
 10. Safe ways to care for and use medications;
 11. Seeking access to community health programs;
 12. Disaster preparedness;
 13. EMS Week – Survivors Reunion Support and involvement;
 14. Fire Prevention Week- Classroom visits;
 15. Fire Station open houses;
 16. Every 15 Minutes – Teen Drunk Driving Awareness; and
 17. National Night Out.
- C. DISTRICT and CVEMSA shall, from time to time as appropriate, collaborate on developing, planning, and implementing future community educational programs regarding EMS system developments, such as, for example, new EMS programs, technologies, and regulatory requirements.

SECTION VII – MUTUAL AID AND DISASTER OPERATIONS

7.1 MUTUAL AID

- A. Mutual Aid: Mutual Aid means resource sharing in which similar organizations assist each other during emergencies and day-to-day operations pursuant to an agreement. “Mutual Aid” includes the following:
 - 1. Automatic/Instant Aid: Agreements between two or more jurisdictions where the nearest available resource is dispatched to an emergency irrespective of jurisdictional boundaries or where two or more agencies are automatically dispatched simultaneously to predetermined types of emergencies. This type of mutual aid agreement is typically utilized on a day-to-day basis.
 - 2. Mutual Aid: Agreements between two or more jurisdictions to provide assistance across jurisdictional boundaries, when requested, as a result of the circumstances of an emergency exceeding local resources.
 - 3. Disaster Assistance: Similar to mutual aid but are requests for assistance in the event that a disaster overwhelms local resources. These requests may be under existing mutual aid agreements or the result of unforeseen needs arising from a particularly large-scale disaster.
- B. DISTRICT must respond to requests for Mutual Aid made at the Regional, State, or Federal levels as part of the Regional, and State Medical and Public Health Mutual Aid System and equivalent Federal response system, if directed to do so by the Authorized Actor, or the MHOAC unless the request would fundamentally cause immediate failure of the Contract Services. Any Mutual Aid refusal must be in consultation with the Authorized Actor.
- C. DISTRICT shall enter into and maintain separate written agreements for Mutual Aid as it deems necessary to ensure service level continuity.
- D. DISTRICT shall respond to requests for Mutual Aid originating within COUNTY or a neighboring county to the extent units are available and consistent with its primary responsibility to provide Contract Services within

EOA-1, and shall coordinate with CVEMSA and/or MHOAC regarding such requests.

- E. DISTRICT shall render Mutual Aid to adjacent jurisdictions, as requested through REDCOM or by the Authorized Actor, unless DISTRICT's management (i.e., Field Supervisor or higher) or REDCOM can verify that a given request would cause immediate failure of Contract Services within EOA-1. All Mutual Aid refusals are to be reported to CVEMSA the next business day following the refusal. DISTRICT shall maintain and document:
 - 1. The number and nature of Mutual Aid responses it makes into any neighboring jurisdiction; and
 - 2. The number and nature of Mutual Aid responses made by other ambulance providers to calls originating within EOA-1.
- F. DISTRICT shall not be held accountable for Response Time compliance for any Mutual Aid assignment originating outside EOA-1 and these calls will not be counted in the total number of calls used to determine Response Time compliance.
- F. CVEMSA shall monitor Mutual Aid use in Sonoma County to ensure there is not an imbalance of use between ambulance providers that may impact response within EOA 1 or an adjacent ambulance provider's service zone. If DISTRICT receives Mutual Aid that exceeds 130% of the number of mutual aid responses it provides in a calendar quarter, CVEMSA may require the DISTRICT to submit a corrective action plan. If an adjacent ambulance service provider receives Mutual Aid from DISTRICT that exceeds 130% of the number of Mutual Aid responses the adjacent ambulance service provider provides to EOA-1, DISTRICT shall promptly notify CVEMSA in writing, and CVEMSA may meet with the impacted providers to develop solutions to reduce usage and/or address the imbalance with the adjacent provider.

7.2 DISASTER PREPAREDNESS, ASSISTANCE AND RESPONSE

- A. Multi-Hazard Disaster and Multi-Casualty Plans.
 - 1. Internal Multi-Hazard Disaster Plan. DISTRICT shall have an internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least seventy-two (72) hours.

2. CVEMSA Disaster and Multi-Casualty Plans.

- a. DISTRICT shall participate with CVEMSA in disaster planning. This includes identifying local staff having responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any CVEMSA-approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.
 - b. DISTRICT shall cooperate fully with CVEMSA in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in COUNTY's or CVEMSA's relevant plans. DISTRICT's personnel shall perform in accordance with CVEMSA's Multi-Casualty Incident Management Plan and the Incident Command System (ICS). DISTRICT shall be involved in disaster preparedness planning for the County's Operational Area and provide support to the State of California Governor's Office of Emergency Services Region 2 if requested through proper channels, unless the request would cause immediate failure of service to EOA-1. Any refusal must be in consultation with the Authorized Actor.
 - c. DISTRICT shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the Authorized Actor or County Health Officer in accordance with their respective authority and/or that of their designee as it relates to their shared responsibility as the MHOAC.
- B. DISTRICT shall submit a Continuity of Operations Plan ("COOP") to the Authorized Actor for approval, before the Service Start Date. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters which disrupt the normal ability to provide EMS service.
 - C. DISTRICT shall have a mechanism in place to communicate current field information to appropriate COUNTY staff during multi-casualty incidents, disasters, hazardous materials incidents, and other large-scale emergencies or unusual occurrences as specified by the Authorized Actor.
 - D. During a disaster proclaimed by COUNTY, the Authorized Actor will determine, on a case-by-case basis, if the DISTRICT may be temporarily exempt from Response Time criteria. Such exemptions shall not be unreasonably withheld if DISTRICT can demonstrate the system impact of the disaster. When notified that multi-casualty or disaster assistance is no longer required, DISTRICT shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

- E. DISTRICT shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under CVEMSA Multi-Casualty Incident Management Plan including training in the ImageTrend system and prepare them to function in the medical/health portion of the Incident Command System.
- F. The specific roles of the DISTRICT and other Public Safety personnel will be defined by the relevant plans and command structure.
- G. Participation in EMS System Development. CVEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and medical/health mutual-aid response. CVEMSA requires DISTRICT to actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. DISTRICT shall participate and assist in the development of system changes.

7.3 DISASTER INTERAGENCY TRAINING

- A. DISTRICT shall be required to participate in any COUNTY approved disaster drill in which the CVEMSA disaster plan/multi-casualty incident plan is exercised.
- B. DISTRICT shall ensure that field staff responding to an MCI, disaster, or other large-scale emergencies are fully trained in the EMS System.

7.4 DISASTER RESPONSE DEPLOYMENT

- A. DISTRICT shall utilize and deploy ambulances, strike teams, and other resources used in providing the Contract Services, including, for example, the vehicles and medical supplies and equipment described in Section IV, ambulance communication system equipment described in Section 5.3, and personnel and field sub-stations described in Section VI, as directed by the Authorized Actor, or the MHOAC, via the MHOAC and Regional Disaster Medical Health Coordinator (“RDMHC”) under the California Medical/Health Mutual Aid System unless the request would cause immediate failure of service within EOA-1. Any Mutual Aid refusal must be in consultation with the Authorized Actor, in accordance with Section 7.1.
- B. DISTRICT will participate in the AST, Medical Task Force, and the Ambulance Strike Team Leader (ASTL) program and will work with CVEMSA, the RDMHC, and State EMS Authority staff to ensure that only trained, vetted, and fully carded ASTL staff as approved by CVEMSA are deployed to fulfill any requests.
- C. In the event of a disaster impacting the Sonoma County Operational Area, DISTRICT will support incoming Mutual Aid deployment and management to the best of its ability in coordination with the MHOAC program. District's expenses in support of incident management activities beyond routine 911

response in the form of staff, facilities and/or equipment shall be reimbursable under SEMS or otherwise applicable Mutual Aid System practices for disaster mutual assistance.

- D. DISTRICT shall contract with Emergency Medical Services Authority (EMSA), to house, maintain, manage, and staff the EMSA state issued DMSU within the Sonoma County Operational Area. This includes deploying the Disaster Medical Support Unit (DMSU) when requested by the MHOAC, via the MHOAC/RDMHS Mutual Aid System. This vehicle shall not be used in routine, day-to-day operations, but shall be kept in good working order and available for an emergency response to a disaster site or designated location. This vehicle may be used to carry personnel and equipment to a disaster site.

7.5 PARTICIPATION IN DEVELOPMENT OF EMS SYSTEM REQUIREMENTS FOR MUTUAL AID AND DISASTER RESPONSE

- A. CVEMSA anticipates further development of its EMS system and regional efforts to enhance mutual-aid and disaster response. DISTRICT shall actively participate in EMS activities, committee meetings, and work groups, including disaster preparedness planning, and assist in the development of changes to mutual-aid and disaster response systems.

7.6 OTHER MUTUAL AID OBLIGATIONS

- A. Nothing in Sections 7.1 to 7.5 shall be construed to modify, abridge, limit, or otherwise impair DISTRICT's authorities, rights, and obligations under the Emergency Services Act (Gov. Code, § 8550 et seq.), the California Disaster and Civil Defense Master Mutual Aid Agreement, or the California Fire and Rescue Mutual Aid System. DISTRICT acknowledges that its duty to provide the Contract Services are not excused by any competing demands outside of this Agreement.

SECTION VIII – MEDICAL CONTROL AND CLINICAL PERFORMANCE

8.1 MEDICAL CONTROL AND OVERSIGHT

- A. Medical Control Authority - DISTRICT acknowledges that DISTRICT, DISTRICT's employees, contractors, and subcontractors, and all personnel providing Contract Services are subject to policies, practices, and protocols approved by the CVEMSA Medical Director to assure medical control of the EMS system.
1. CVEMSA has an established system of medical control through the CVEMSA Medical Director with respect to the EMS System. COUNTY will furnish medical control services including, the services of the CVEMSA Medical Director, for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).
 2. COUNTY and DISTRICT acknowledge and agree that the medical direction and management of the EMS system shall be under the medical control of the CVEMSA Medical Director. CVEMSA Medical Director establishes and maintains medical control of the EMS System through means including, but not limited to, the following means:
 - a. Prospectively, through the development and approval of written policies, procedures, and protocols (e.g., CVEMSA Administrative Policies, Treatment Guidelines, and Special Memos) such as, for example, patient destination policies, patient care guidelines, and required drug inventories and protocols;
 - b. Concurrently, through base hospital physicians (as defined in Health and Safety Code section 1797.59), which also provide online medical control to field personnel 24-hours a day, seven days a week, 365 days a year; and
 - c. Retrospectively, through quality improvement processes and organized evaluation and CE for prehospital personnel.
 3. COUNTY and DISTRICT recognize the unique role of the CVEMSA Medical Director in delegating to DISTRICT's personnel the authority to perform certain medical interventions in accordance

with the standards outlined in, and established under, the EMS Act and other California law.

- B. Compliance with Laws and Policies - DISTRICT shall comply with the EMS Act, California Code of Regulations, Title 22, Division 9, the Emergency and Pre-Hospital Medical Services System Ordinance of Sonoma County, CVEMSA Administrative Policies, Treatment Guidelines, and EMS Special Memos, and other policies, procedures, protocols, or directions approved by the CVEMSA Medical Director.
- C. DISTRICT shall immediately notify CVEMSA of potential violations of any of the authorities in Section 8.1.B.

8.2 CLINICAL QUALITY MANAGEMENT AND PERFORMANCE

- A. The purpose of this Section 8.2 is to establish requirements for DISTRICT's Quality Improvement ("QI") plans and programs with the goal of attaining the highest level of performance for an emergency medical services system in California. As more fully detailed in this Section 8.2, Contract Services and clinical care delivered within EOA-1 must be evaluated by DISTRICT's internal quality improvement program and, as necessary, through CVEMSA's quality improvement program to improve and maintain clinical excellence.
 - 1. DISTRICT's QI Program. DISTRICT shall develop and maintain a written, comprehensive quality improvement and performance measures program, which shall:
 - a. Compliment and interface with CVEMSA's quality improvement system;
 - b. Include all DISTRICT EOA-1 operations and Contract Services and not be limited to clinical care. It must include methods to measure performance, identify areas needing improvement, development, and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices;
 - c. Submit data to CVEMSA as part of the required online compliance utility program. The FirstPass module will be used to monitor DISTRICT's clinical performance;
 - d. Meet the requirements of the California Code of Regulations, Title 22, Division 9, Chapter 12, and CVEMSA policies and related guidelines; and

- e. Be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care to improve patient care service and outcome.

B. EMS Quality Improvement Plan (EQIP).

1. DISTRICT shall develop a written EQIP for its EOA-1 operations and the Contract Services, which shall address the components of DISTRICT's QI program set forth above, and be approved by CVEMSA. DISTRICT may, in its sole discretion include its non-EOA-1 operations and services within the written EQIP required by this Section 8.2.B.1 or provide CVEMSA with a separate EQIP for the non-EOA-1 operations and services.
2. DISTRICT's EQIP shall be developed using the CVEMSA-Approved EQIP Template and shall otherwise comply with California Code of Regulations, Title 22, Division 9, Chapter 12.
3. DISTRICT shall submit its written EQIP to CVEMSA for approval prior to the Service Start Date.
4. For purposes of this Section 8.2.B, "EQIP" means an EMS Provider Emergency Medical Services System Quality Improvement Program as defined and prescribed in California Code of Regulations, Title 22, Sections 100400 and 100402.

C. Ongoing QI Requirements.

1. DISTRICT shall:
 - a. Review and submit to CVEMSA an updated EQIP annually, and provide an annual update on DISTRICT's QI Program. The EQIP shall be reviewed annually for appropriateness to the provider's operation and revised as needed in consultation with CVEMSA. The QI Program update shall include, but not be limited to, a summary of how the QI Program addressed the indicators and performance measures.
 - b. Participate in CVEMSA clinical trials or pilot projects as requested and approved by the CVEMSA Medical Director, including collaborating with system stakeholders as requested. DISTRICT agrees that its participation in clinical trials or pilot projects shall entail no additional cost to COUNTY. DISTRICT further agrees that services provided under clinical trials or pilot projects shall be in addition to the other services described herein, and shall not hinder, delay, compromise, obstruct, or otherwise interfere with DISTRICT's performance of its obligations pursuant to this Agreement.

- c. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI Program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with CVEMSA Medical Director or his/her designee.
- d. Submit a monthly report and other required reports to CVEMSA demonstrating DISTRICT's compliance with the EQIP and areas for improvement, including with respect to Key Performance Indicators and clinical performance standards.
- e. Designate a Clinical Quality Manager to oversee DISTRICT's QI Program;
- f. Actively participate in CVEMSA's Quality Improvement process, including active participation of DISTRICT's senior leadership (e.g., Operations Manager, Clinical Quality Manager, and Provider Medical Director) in EMS groups or committees dealing with quality management;
- g. Actively participate in projects designed to improve the quality of EMS in COUNTY, including submitting all data required for COUNTY to participate in the California EMS System Core Quality Core Measures Project, CARES, NEMSQA, Mission: Lifeline, and additional data that may be specified by CVEMSA.
- h. Actively participate, when available, in local HIE data sharing initiatives approved by CVEMSA, as further described in Section 9.4.l.
- i. Submit any additional reports and key performance indicators for QI purposes required by California Code of Regulations, title 22, chapters 4, 7, 7.1, 7.2, 12, and 14.

2. Clinical QI Medical Reviews.

- a. DISTRICT shall participate in clinical QI medical reviews at CVEMSA's request. CVEMSA may request paramedics and EMTs providing clinical care under this Agreement to attend a medical review of one or more incidents for clinical QI purposes, at no cost to COUNTY. Should the requested paramedic or EMT refuse to participate in the clinical QI medical review, the process will proceed without such paramedic or EMTs input.

- b. The purpose of clinical QI medical reviews under this Section 8.2.C.2 is to provide a “Just Culture” approach to retrospective and objective reviews, evaluations, and recommendations regarding patient safety and the quality of clinical care provided by paramedics and EMTs under this Agreement.
- c. CVEMSA shall initiate clinical QI medical reviews by notifying, and scheduling the review with, DISTRICT’s EMS Manager or their designee.
- d. DISTRICT’s Key Personnel and supervisory personnel relevant to the incident shall participate in the clinical QI medical review at CVEMSA’s request.
- e. Nothing in this Section 8.2 shall preclude any informal communications regarding quality improvement, which the parties agree is a continuous, ongoing responsibility.

8.3 INQUIRIES, COMPLAINTS, AND INCIDENT REPORTING

A. DISTRICT will:

- 1. Develop a mechanism for internal and external customers to comment on the care provided by DISTRICT and will provide access to comments to CVEMSA. All comments may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
- 2. Log the date and time of each inquiry and service complaint and shall provide a prompt response and follow-up to each inquiry and complaint at a minimum of three business days, and report findings to CVEMSA. All responses and follow-ups shall be subject to the limitations imposed by patient confidentiality restrictions.
- 3. Submit to CVEMSA, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any complaints regarding clinical performance and resolutions thereof shall be referred to the CVEMSA Medical Director using the reporting procedures in CVEMSA Policy 6003 (EMS Event Reporting) within twenty-four (24) hours of the initial complaint and resolution.
- 4. Have an accountability system to account for patient belongings.
- 5. Cooperate with CVEMSA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.
- 6. Comply with CVEMSA Policy 6003 (EMS Event Reporting). If a death, serious personal injury, vehicle accident or substantial

property damage occurs in connection with DISTRICT's performance of this Agreement and/or warrants reporting of an EMS event pursuant to CVEMSA Policy 6003, DISTRICT shall: (i) immediately notify CVEMSA by contacting dispatch and speaking with CVEMSA Duty Officer on call; and (ii) complete its report within 24-hours of personnel's involvement in a reportable event pursuant to such policy. DISTRICT shall cooperate fully with CVEMSA and/or the California EMS Authority in the investigation of an incident, unusual occurrence, or other reportable event.

7. Immediately notify CVEMSA of potential violations of the EMS Act, EMSA Regulations, and written CVEMSA policies, procedures, and protocols.
8. Cooperate with law enforcement or other public safety agency having primary investigative authority to preserve all evidence and information relevant to the circumstances surrounding a potential claim arising out of or related to the Contract Services and, to the extent possible, provide CVEMSA the opportunity to review and inspect such evidence, including at the scene of the accident; provided, however, that in cooperating with law enforcement under this Section 8.3.A.7, DISTRICT's on-scene personnel shall not be required to compromise public health and safety.

8.4 ORGANIZATIONAL AND PERSONNEL SCORE CARDS

- A. DISTRICT shall develop clinical score cards for its EOA-1 operations as a single organization and for all individual clinical personnel addressing the following:
 1. Clinical care and patient outcome;
 2. Skills maintenance/competency;
 3. Mastery of CVEMSA Policies and Procedures;
 4. Patient care and incident documentation;
 5. Evaluation and remediation of field personnel;
 6. Measurable performance standards; and
 7. Implementation and operationalization of its EQIP.

8.5 CLINICAL PERFORMANCE MEASURES

- A. DISTRICT shall be accountable for clinical performance, including measuring and improving clinical quality, adhering to clinical standards, and

measuring and achieving compliance with clinical performance standards as set forth in this SOS.

- B. DISTRICT will provide clinical key performance indicators and clinical personnel score cards as set forth in this SOS.

8.6 CLINICAL PERFORMANCE STANDARDS

- A. Performance-Based Approach. Clinical Performance Standards are a performance-based approach to clinical excellence rather than an undefined level of effort. DISTRICT shall employ whatever level of effort is necessary to achieve the agreed-upon Clinical Performance Standards. There are specific timelines for these to be developed in collaboration with CVEMSA. It is understood that adequate time is being provided to determine a baseline measurement for each of the finalized performance standards. DISTRICT shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.
- B. Clinical Key Performance Indicators (“KPIs”). DISTRICT’s clinical performance shall be measured with reference to agreed-upon KPIs, including but not limited to the following:

Assessment	
Blood Glucose measurement for patients with altered neurological function	Near misses
Estimate weight for pediatric patients using Handtevy	Injured patients assessed for pain
Mechanical issues	Ambulance incidents
12-Lead ECG for patients with chest pain of suspected cardiac etiology	Patient complaints
Medication errors	

Treatment	
Aspirin administered for chest pain of suspected cardiac etiology	Albuterol administered for symptomatic asthma or COPD
Glucose or glucagon administered for hypoglycemia	Pain management (pharmacologic or nonpharmacologic) if pain scale > 2
Benzodiazepine for status epilepticus	End-tidal CO ₂ measured on every successful endotracheal intubation
Nitroglycerin administered for acute pulmonary edema or chest pain of suspected cardiac etiology	

Communication and Transport

Pre-arrival hospital notification for Stroke, STEMI, or major trauma	Direct transport of a patient with Stroke, STEMI, or trauma meeting triage guidelines to appropriated designated specialty center
--	---

Documentation	
Documentation of patient's decisional capacity when care or transport is refused	Documentation of stroke scale assessment and time last known well for patients with stroke

- C. DISTRICT and CVEMSA Medical Director shall work jointly to develop agreed-upon clinical performance standards and benchmarks, to reflect medical standards, and the metrics, means, and methodology for reporting and measuring DISTRICT's compliance with such standards and benchmarks, in accordance with the following timeline:
1. 0-6 months after Service Start Date: Build and test measurement system;
 2. 6-12 months after Service Start Date: Run reports, develop standards of performance, test improvement methods;
 3. 12-18 months after Service Start Date: Examine performance, address deficiencies, and finalize thresholds; and
 4. 18 months after Service Start Date: Full implementation.
- D. DISTRICT shall report and be evaluated on its compliance with Clinical Performance Standards on a quarterly basis.

8.7 CLINICAL PERFORMANCE LIQUIDATED DAMAGES

- A. It is the goal of COUNTY to ensure the delivery of quality clinical care that adequately addresses the medical condition of all patients. To adequately implement these measures, there is an extended period of eighteen months to identify, test, implement a process to measure specific clinical performance and evaluate performance improvement strategies.
- B. DISTRICT is expected to work with CVEMSA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over a defined period. If DISTRICT underperforms, based on baseline compliance rates, DISTRICT shall conduct a comprehensive performance improvement process that includes identification of root cause. DISTRICT will be required to implement a corrective action plan. CVEMSA Medical Director will work in consultation with DISTRICT to make recommendations and have final approval of any corrective actions prior to

- implementation. If this process is not implemented and no measurable improvement has been made, liquidated damages shall be assessed.
- C. DISTRICT understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this Agreement will result in damage to the COUNTY. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards, or any other deviation. Therefore, DISTRICT and COUNTY agree to the process to establish liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as a reasonable estimate of the damages to COUNTY. If all corrective actions identified are implemented, no liquidated damages will be assessed.
- D. DISTRICT shall pay liquidated damages to CVEMSA every quarter that DISTRICT fails to attain the Clinical Performance Standards agreed to and understand that these will be periodically updated to reflect current medical standards. Liquidated damages paid by DISTRICT for each Clinical Performance Standard in which DISTRICT fails to maintain the requisite compliance in any quarter after a comprehensive Performance Improvement Plan shall be established assessed. Baseline metrics will be set for each Clinical Performance Standard established for compliance as part of the Contract and the FirstWatch program will generate performance reports and identify any liquidated damages. It is understood that these standards and baseline metrics will be established through a collaborative process and the standards and metrics will change and or be modified over the terms of the agreement.

8.8 MEMORIALIZATION

The parties acknowledge that the initial KPIs, Clinical Performance Standards, Clinical Benchmarks, and measurement means and methodologies will be consistent with those set forth by CVEMSA in this Agreement and the RFP. It is understood that these standards will be adjusted through a collaborative process between CVEMSA and DISTRICT and the standards and metrics will change and/or be modified over the terms of the Agreement pursuant to Section 27 of the PSA, which shall be incorporated into this Section by this reference.

SECTION IX – DATA AND REPORTING

9.1 FIRSTWATCH SYSTEM REQUIREMENTS

- A. System Requirements for Response Time and Clinical Performance Measurement.
 - 1. CVEMSA and DISTRICT shall use the FirstWatch, Online Compliance Utility (“OCU”), and FirstPass data programs, so that CVEMSA may monitor the performance of DISTRICT in delivering Contract Services to EOA-1 under the terms of this Agreement.
 - 2. The FirstWatch data platform will be linked to CVEMSA’s ImageTrend ePCR and REDCOM CAD to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system. DISTRICT shall have full access to all integrated FirstWatch, ImageTrend, and CAD data.
 - 3. DISTRICT and CVEMSA shall be co-administrators/owners of the FirstWatch, OCU, FirstPass, and ImageTrend and shall have joint approval of, and full access to, all platform features and data stored therein.

9.2 DATA AND REPORTING RESPONSIBILITY

DISTRICT shall provide detailed operations, clinical, administrative, and financial data and reporting as requested and required under relevant provisions of the PSA and SOS in a manner and form specified by CVEMSA.

9.3 PERFORMANCE DATA AND REPORTING

- A. DISTRICT shall cooperate to provide CVEMSA routine and ad hoc reports regarding DISTRICT’s performance under this Agreement.
- B. DISTRICT shall use good-faith efforts to support the implementation of technology that will fully integrate electronic records and alignment of data sets EMS system-wide, in cooperation with CVEMSA. The technology, when fully implemented, should be capable of the following:
 - 1. Allow for quantitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity;
 - 2. Provide access to real-time, system-wide data to CVEMSA and all EMS providers in the EMS system;

3. DISTRICT shall work in earnest and good faith with CVEMSA on all data initiatives used to support clinical care and quality improvement; and
 4. Provide all the above functionality in compliance with applicable federal, state, and local privacy laws, regulations, and policies.
- C. For avoidance of doubt, DISTRICT's support obligations shall not include funding, or providing in lieu of funding, of the technology in Section 9.3.B., except as may be otherwise expressly required under Section XII, below.

9.4 ELECTRONIC PATIENT CARE REPORTING

- A. DISTRICT will be required to provide electronic patient care report (ePCR) data, in a form and timeframe prescribed by CVEMSA Policy No. 6001 and approved by the CVEMSA Medical Director, and in accordance with California Health and Safety Code Section 1797.227, for patient documentation on all EMS responses per CVEMSA patient documentation policies.
- B. The ePCR shall be accurately completed to include all information required by CVEMSA Policy No. 6001 and California Code of Regulations, Title 22, Sections 100170(a)(6) and 100171(e)-(h).
- C. The ImageTrend ePCR platform is the CVEMSA preferred patient care report system. DISTRICT agrees to use ImageTrend as its ePCR platform, and to pay the proportionate share by EMS call volume of CVEMSA's annual fee for licensing this product, as set forth in Section 12.2, below.
- D. The ePCR system has the capability of mobile data entry in the DISTRICT's ambulances, support vehicles (other than logistical support vehicles), FRALS provider vehicles, as well as at the patient's bedside. The ePCR system shall be Compliant with the current versions of NEMSIS and CEMSIS, in accordance with California Health and Safety Code Section 1797.227. "Compliant," for purposes of this paragraph, means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system complies with the current mapping standards and data dictionary, as promulgated by EMSA and CVEMSA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA's Patient Unified Lookup System for Emergencies (PULSE) and hospitals in an HL7 format.
- E. The ePCR system has the capability to:
 - (1) Link with the CAD to import all data for all calls;

- (2) Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field;
 - (3) Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support;
 - (4) File the ePCR data directly into the patient's electronic health record for a better longitudinal patient record; and
 - (5) Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.
- F. CVEMSA approved ePCR must be completed for all patients at the earliest opportunity consistent with CVEMSA policy, including CVEMSA Policy No. 6001, and California Health and Safety Code Section 1797.227.
- G. DISTRICT's ePCR must provide other data points consistent with the CEMESIS and CVEMSA validation system, including any needed modifications to support EMS system data collection.
- H. Consistent with Health and Safety Code Section 179.227, DISTRICT will submit all data required to participate in the California EMS System Core Quality Core Measures Project, CARES, and additional data that may be specified by COUNTY.
- I. As health information systems evolve, the DISTRICT agrees to work with CVEMSA and local hospitals to establish, and/or actively participate in, a Health Information Exchange ("HIE") with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities, including analysis of outcome data associated with individual patients. Should DISTRICT demonstrate that such HIE efforts have an associated financial impact, DISTRICT and CVEMSA agree to meet and confer over that impact to cost or revenue.

9.5 RECORDS AND REQUIRED REPORTS

A. Personnel Reports.

1. DISTRICT shall maintain status of all EMS personnel employed by DISTRICT in CVEMSA license management system. Should CVEMSA discontinue the electronic interface, DISTRICT shall at a minimum, provide CVEMSA with a list of all EMTs and Paramedics currently employed by DISTRICT monthly thereafter and shall update that list whenever there is a change throughout the year.

2. The personnel list shall include, at a minimum:
 - a. Name;
 - b. California Paramedic license number and expiration date or EMT certification number and expiration date;
 - c. Expiration date of all required courses;
 - d. California Driver's License number;
 - e. Residential address; and
 - f. Email address
3. COUNTY expects DISTRICT to proficiently plan for and manage personnel turnover so as to ensure the stability of its operations at all levels. DISTRICT shall develop and implement mechanisms to track, report, and address personnel turnover to the reasonable satisfaction of COUNTY.

B. EMS Communications.

1. DISTRICT shall promptly provide CVEMSA copies of:
 - a. Memoranda and similar correspondence distributed to field personnel related to EMS clinical or operational issues; and
 - b. Public communications provided to DISTRICT's personnel and/or system stakeholders regarding the EMS system or the Contract Services.

C. Community Report.

1. DISTRICT shall provide, upon COUNTY's request, a report on DISTRICT's community-related activities in EOA-1, including:
 - a. The number and description of community education and involvement programs as described in Section 6.14;
 - b. A description and updates with respect to DISTRICT's recruitment, hiring, and retention program as described in Section 6.8; and
 - c. Employee recognitions.

SECTION X – FINANCE AND ADMINISTRATION

10.1 AMBULANCE TRANSPORT AND SERVICE RATES

- A. DISTRICT shall be entitled to charge patients for Contract Services rendered according to the schedule of approved rates and charges in Exhibit 3 of this Agreement. DISTRICT shall not discount its rates less than the rates set forth in Exhibit 3 of this Agreement, except where required by law (e.g., Medicare or Medicaid, or where a patient meets DISTRICT's Compassionate Care Policy).
- B. DISTRICT shall not receive a subsidy from COUNTY for the performance of any services described within this Agreement. Nothing herein shall prohibit COUNTY from entering into a separate agreement(s) with DISTRICT.
- C. DISTRICT shall accept assignment from Medicare and Medi-Cal for patients meeting the medical necessity requirement. Nothing in this Agreement should be read as requiring or encouraging submission of claims to any payor that are not medically reasonable and necessary or that fail to meet the payor's requirements.

10.2 RATE ADJUSTMENTS

- A. DISTRICT's rates for Contract Services may be adjusted annually to compensate for inflation which shall be based on the Bay Area Consumer Price Index (CPI) and/or other appropriate indices reflecting increased costs of operations.
- B. In the event that CPI-based rate adjustments do not compensate for the increased costs of providing Contract Services, DISTRICT may request an additional rate increase, which shall be subject to approval by the Authorized Actor to ensure fair and appropriate costs to residents and visitors within EOA-1. The Authorized Actor's decision will be informed by documentation submitted by DISTRICT to substantiate the need for a rate increase. Such documentation may include but is not limited to system statements, audited financial reports, collection rate, and payor mix.
- C. DISTRICT may propose rate changes to COUNTY no more frequently than annually, unless DISTRICT can demonstrate to the satisfaction of COUNTY that, due to extraordinary changes in reimbursement or the cost structure of DISTRICT's operations which were beyond the control of DISTRICT, an undue financial hardship would be placed on DISTRICT in the absence of an immediate rate consideration. No rate increase will be considered for the first year from the Service Start Date.

- D. COUNTY reserves the right, in its sole discretion, to conduct a local program audit in the event that DISTRICT requests a fee increase in excess of ten percent (10%). Any increase of 10% or greater must be approved by the Sonoma County Board of Supervisors. COUNTY will require a program audit to conclude whether DISTRICT is complying with the financial and operational terms and conditions of this Agreement. COUNTY shall hire the auditor and the cost of the audit will be paid by DISTRICT. The auditor will identify key agreement terms and conditions, and review the related documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, correspondence). The audit report will provide findings, conclusions and recommendations related to DISTRICT's compliance. Failure of DISTRICT to comply fully with the audit shall result in denial of the requested rate increase.
- E. Any rate increase established due to first responder services or other existing contract requirements shall not exceed the Bay Area CPI index, unless otherwise stated in DISTRICT's FRALS Agreements, FRBLS Agreements, or as otherwise set forth in this Section 10.2.

10.3 BILLING AND COLLECTION SERVICES

- A. DISTRICT shall be responsible for humane billing and collection practices and must have a written Financial Hardship/Compassionate Care Policy.
- B. DISTRICT's billing and collection practices shall be in accordance with all State and Federal laws and regulations.
- C. DISTRICT's accounts receivable management system will be capable of timely response to patient and third-party payor inquiries regarding submission of insurance claims, dates, and types of payments made, itemized charges and other inquiries.
- D. There will be staff available at DISTRICT's local headquarters, accessible via a toll-free phone number, to provide an initial response to questions regarding patient bills. DISTRICT will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.
- E. DISTRICT shall have a billing and collections system that is well-documented, easy to audit, customer-friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.
- F. Direct patient billing statements will be itemized so that all charges are clearly explained.
- G. If a patient is initially billed directly, DISTRICT's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.

- H. If a patient has no third-party coverage, DISTRICT will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

10.4 FINANCIAL HARDSHIP COMPASSIONATE CARE POLICY AND COUNTY PROGRAMS

- A. DISTRICT shall implement a written Financial Hardship/Compassionate Care Policy which shall apply to EOA-1 patients who do not have medical insurance and who have limited financial capacity. At minimum, the policy must include:
1. An application procedure;
 2. An eligibility threshold that considers federal poverty level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, as well as any extenuating circumstances;
 3. A process to extend discounts to patients based upon need;
 4. Standards to evaluate need and a process for conducting the evaluation;
 5. A description of the collection procedure; and
 6. Documentation and reporting guidelines that includes tracking of demographics.

10.5 FINANCIAL REPORTING

- A. DISTRICT shall make available quarterly system reports to include revenue and system expenses as compared to budget in a manner approved by the CVEMSA.
- B. DISTRICT shall make available a Year-end Financial Report to the CVEMSA for review. This report shall include annual financial statements reviewed by an independent certified public accountant in accordance with generally accepted accounting procedures. Statements shall be available to the CVEMSA on an annual basis within ninety (90) calendar days of the close of DISTRICT's fiscal year. If DISTRICT's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Sonoma County operation shall be required and shall be subject to the independent auditor's review. DISTRICT shall make all financial records for Contract Services available to CVEMSA to audits requested.

10.6 ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES

- A. It is the intent of the specifications, terms, and conditions within this Agreement to encourage DISTRICT to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products.

10.7 RECYCLING

- A. COUNTY is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. COUNTY, therefore, encourages its DISTRICTs to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.
- B. Some examples of environmentally friendly practices include:
1. Backhauling product packaging to the supplier for reuse or recycling;
 2. Shipping in bulk or reduced packaging;
 3. Using soy bean-based inks for packaging printing; and
 4. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all DISTRICT's for goods and services to adhere to these principles where practical.

SECTION XI –INTEGRATION AND INNOVATION

11.1 EMS SYSTEM INTEGRATION

- A. DISTRICT shall use their good-faith, best efforts to collaborate, coordinate, communicate, and cooperate with CVEMSA, partner agencies, local health facilities, and other system stakeholders to integrate and optimize the EMS system, to (i) support maximum system effectiveness, (ii) enhance overall system integration to optimize resources, (iii) improve population health, (iv) ensure equitable services in traditionally underserved communities, and (v) provide additional accountability.
- B. DISTRICT shall purchase, furnish, and maintain eight (8) automated external defibrillators (AEDs) annually (for a total of 80 AEDs throughout the duration of this Agreement; 40 during the Initial Term and 40 during the Renewal Term) to be placed strategically within EOA-1 communities. DISTRICT shall collaborate with COUNTY, EMS system stakeholders, and community groups to determine the location of the AEDs according to community needs for public access defibrillators. DISTRICT shall utilize an AED program management platform to remotely monitor the AEDs placed within EOA-1 communities and promptly respond to maintenance checks and other readiness status issues.
- C. DISTRICT shall support the City of Santa Rosa's inRESPONSE Mental Health Support Team's field operations pursuant to a separate agreement between District and the City of Santa Rosa.
- D. Within eighteen (18) months of the Services Start Date, DISTRICT shall:
 - 1. Explore, develop, plan, and, if feasible, integrate DISTRICT paramedics and EMTs as support members of the tactical teams of Santa Rosa Police Department, Sonoma County Sheriff, and other local law enforcement agencies.
 - 2. Explore, develop, plan, and, if feasible, provide or arrange for Assaultive Behavior Management / Crisis Intervention Team Training for paramedics and EMTs.
 - 3. Explore, develop, plan, and, if feasible, implement hospital-at-home programs in collaboration with local hospitals.
- E. The parties acknowledge that in the future, there may be opportunities to enter into agreements with BLS fire services for limited FRBLS services (each, a "FRBLS Agreement"). If local fire agencies provide Alpha, Bravo, Charley, Delta, and Echo BLS first response in the Urban, Semi-Rural, and Rural Compliance Zones, and meet the relevant Response Time Standard

consistently at 90% or greater, the DISTRICT may extend response by four minutes of the relevant Priority Level and Compliance Zone Response Time Standard. DISTRICT shall compensate the BLS fire services for these services based upon the estimated savings for reduce ambulance unit hours as a result of any partnership. Additionally, BLS fire services participating in this arrangement shall agree to the following:

1. Assess all patients and begin treatments according to BLS protocol;
2. Complete an ePCR on all medical responses;
3. Participate in CVEMSA's quality improvement program; and
4. Include accountability via First Watch surveillance platform (FirstWatch and FirstPass).

Notwithstanding the foregoing, DISTRICT's response times shall be extended as provided for in this Section 11.1.E only after DISTRICT and CVEMSA meet and confer over, and CVEMSA approves implementation of, FRBLS Agreements as part of the EMS system.

11.2 EMS SYSTEM INNOVATION

- A. DISTRICT and COUNTY shall use their good-faith, best efforts to collaborate and cooperate to innovate and improve the EMS system.
- B. Within eighteen (18) months of the Services Start Date, DISTRICT shall:
 1. Implement a Nurse Navigation Program into County's EMS system. The approval of the CVEMSA Medical Director and REDCOM Board of Directors is a condition precedent to implementation of the Nurse Navigation Program. DISTRICT and COUNTY shall cooperate to obtain such approval and develop the necessary written policies, procedures, and protocols for such a program.
 2. Explore, develop, plan, and, if feasible, implement a Critical Care Paramedic and/or Nurse Program. The approval of the CVEMSA Medical Director is a condition precedent to implementation of the Critical Care Paramedic and Nursing Program. DISTRICT and COUNTY shall cooperate to obtain such approval and develop the necessary written policies, procedures, and protocols for such a program.
 3. Explore, develop, plan, and, if feasible, implement Mobile Integrated Health (i.e., Community Paramedicine) and Triage to Alternate Destination Programs, in accordance with state law and regulations. The approval of the COUNTY Board of Supervisors and CVEMSA Medical Director is a condition precedent to implementation of the

Mobile Integrated Health and Triage to Alternate Destination Programs. DISTRICT and COUNTY shall cooperate to obtain such approval, obtain funding, and develop the necessary written policies, procedures, and protocols for such programs.

4. Explore, develop, plan, and, if feasible, implement a Telehealth Services Program for low-acuity patients. The approval of the CVEMSA Medical Director is a condition precedent to implementation of the Telehealth Services Program. DISTRICT and COUNTY shall cooperate to obtain such approval, obtain funding, and develop the necessary written policies, procedures, and protocols for such a program.
5. Implement a mobile training simulation vehicle using a Type III ambulance, which will be equipped with a high-fidelity training manikin by Laerdal and all medications and supplies required for ambulances under Section 4.5.
6. Establish an EMS Training Academy or support the expansion of existing EMS training programs in Sonoma County to attract and develop a diverse population to the EMS profession, while also shaping students in terms of professionalism, inclusion, and equity before they graduate from EMT or paramedic training.

SECTION XII – COUNTY SERVICES

12.1 COUNTY SERVICES

- A. CVEMSA shall provide DISTRICT the following services:
 - 1. Performance measurement and compliance monitoring under this Agreement;
 - 2. Audits (operational and financial) under this Agreement;
 - 3. Inspections of vehicles used in providing Contract Services;
 - 4. CVEMSA's CQI activities under California Code of Regulations, Title 22, Sections 100402 and 100404; and
 - 5. Medical direction specific to DISTRICT.
- B. CVEMSA may provide DISTRICT the following services:
 - 6. clinical trial studies;
 - 7. Policy development/implementation specific to DISTRICT; or
 - 8. Development and implementation of innovation programs, including, but not limited to, alternate destination, behavioral health, Emergency Triage, Treat, and Transport (ET3), and tiered response programs.

12.2 COUNTY SERVICE FEES AND TECHNOLOGY LICENSES

- A. DISTRICT shall pay, by no later than 180 days after the Service Start Date, COUNTY a one-time fee of \$200,000, which is equal to COUNTY's reasonable costs incurred in connection with the procurement process for this Agreement.
- B. DISTRICT shall pay a fee for CVEMSA's contract compliance and monitoring services related to EOA-1 operations and services in an amount the Board of Supervisors has determined to be the amount necessary to recover the cost of providing such services in accordance with the OMB A-87 Circular accounting standards and Proposition 26. The contract compliance and monitoring fee shall be \$593,293.48, for the first year of the Agreement, and will receive an annual Bay Area CPI adjustment.
- C. CVEMSA Technology Licenses. DISTRICT shall pay its proportionate share of costs for CVEMSA's FirstWatch, OCU, and FirstPass software licenses related to EOA-1 operations and services, not to exceed \$140,000 for the initial startup cost and not to exceed an annual cost of \$55,000. DISTRICT

shall have full administrative and access rights to these software programs. DISTRICT shall pay its proportionate share of the CVEMSA ImageTrend Elite ePCR system related to EOA-1 operations and services not to exceed \$45,000 annually. Proportionate share of costs shall be defined as the percentage of EMS calls within the EOA as the numerator and total EMS calls within the CVEMSA EMS Area as the denominator.

12.3 INVOICING AND PAYMENT FOR SERVICES

- A. The DISTRICT shall pay COUNTY on or before the 30th day after receipt of any invoice. Any disputes of the invoiced amounts shall be resolved in this thirty-day period. If they have not been resolved to COUNTY's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month. Failure of Contactor to pay liquidated damages to COUNTY as specified within the timeline identified herein shall constitute material breach of this Agreement. COUNTY warrants that the amounts payable are substantially less than its actual costs of providing such services.
 - B. Invoicing for Response Compliance Liquidated Damages: CVEMSA will calculate and invoice Liquidated Damages monthly based on the finalized monthly compliance reports.
 - C. Charges for technology based on proportionate share of call volume shall be invoiced annually in January based on the previous calendar year's call volume.
 - D. CVEMSA's Section 12.1 services costs shall be invoiced monthly as 1/12th portion of the total annual cost.
-

EXHIBIT A OF THE SCOPE OF SERVICES– DEFINITIONS

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, 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.

All Risk Response – All risk response references a wide spectrum of emergencies, including emergency medical response, mental/behavioral health, technical rescue, public assist calls, hazardous materials, house fires, commercial fires, vehicle accidents, and requires additional specialized training.

ALS Unit – An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT and one EMT-P.

Ambulance – Any vehicle specially constructed, modified, or equipped and used for transporting sick, injured, infirmed, or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Ordinance – Chapter 28 of the Sonoma County Code, also known as the Emergency and Pre-Hospital Medical Services System Ordinance of Sonoma County.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

Ambulance Zone – A geographic area, defined as Urban, Suburban, Rural, and Wilderness that has been designated as an Exclusive Operating Area (EOA) 1 by the CVEMSA pursuant to a competitive bid process.

Authorized EMS Dispatch Center – The Authorized Emergency Medical Services (EMS) Dispatch Center, within Sonoma County, authorized for the dispatch of ambulance services by CVEMSA. The REDCOM Dispatch Center is the current EOA Providers emergency ambulance dispatch center.

Authorized Actor – The Authorized Actor shall mean the Authorized Actor as that term is defined in the PSA.

AVL – Automatic vehicle locator.

Bariatric Ambulance – A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry ““bariatric stretchers”” and specialized lifting gear that is capable of carrying very large patients.

BLS Unit – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation 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 patient may be transported or until advanced life support is available.

Business Day – Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of working men and women in California.

Call Reception – The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization – A process in which service requests are prioritized based on predefined and audited criteria.

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

CARES – The Cardiac Arrest Registry to Enhance Survival or CARES was initiated in 2004 as an agreement between the Center for Disease Control and Prevention and the Department of Emergency Medicine at Emory University. CARES was developed to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

Computer-Aided Dispatch (CAD) – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation, and real-time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) – the approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contract Materials – Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or

recorded materials produced or acquired by DISTRICT pursuant to the Contract for or on behalf of COUNTY, whether or not copyrighted.

COUNTY Data – All information, data, and other content, including Confidential Information and other information whether or not made available by COUNTY or COUNTY's agents, representatives or users, to a DISTRICT or potential DISTRICT or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

COUNTY Systems – The information technology infrastructure of COUNTY or any of its designees, including computers, software, databases, networks, and related electronic systems.

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

CVEMSA – Coastal Valleys Emergency Medical Services Agency, a subdivision of the Sonoma County Department of Health Services.

CVEMSA Medical Director – shall mean the Coastal Valley Regional Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Department – The Sonoma County Department of Health Services.

Deployment – The procedures by which ambulances are distributed throughout the service area. The deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb, or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Ambulance – Any vehicle meeting California regulatory standards that are equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Ground Ambulance – An Emergency ambulance staffed and equipped at the ALS or BLS level consistent with the specifications of CVEMSA.

Emergency IFT- a response to an acute care hospital via the 911 system for a patient requiring lifesaving interventions unavailable at that facility described in CVEMSA Policy 4014 Stat Ambulance Transfer

Emergency Medical Dispatch (EMD) – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call, and resource priority, and pre-arrival instruction.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS Act – The Emergency Medical Services System and Pre-hospital Emergency Care Personnel Act of 1980, California Health and Safety Code Section 1797, et seq.

EMS Aircraft – Includes air ambulances and all categories of rescue aircraft as defined in the California Code of Regulations, Title 22, Division 9, Chapter 8.

EMS System – The EMS System consists of those organizations, resources, and individuals from whom some action is required to ensure a timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued according to that code.

Emergency Medical Technician-Paramedic (EMT-P) – Individuals whose scope of practice to provide advanced life support is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

Enroute Time (Out of Chute) – The elapsed time from unit alert to unit enroute. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

Exclusive Operating Area (EOA) – means an EMS area or subarea defined by the emergency medical services plan for which a local EMS agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

Fire First Responder – BLS and ALS Fire departments in Sonoma County.

First Responder – An agency with equipment and staff (e.g., fire department, police, or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

FRALS – First Responder Advanced Life Support.

FRBLS – First Responder Basic Life Support.

Force Majeure – An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response – A method of measuring ambulance Response Times in which all-applicable Response Times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, the standard is most commonly used. When a 90th percentile Response Time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Geographical Information Systems (GIS) – A framework for gathering, managing, and analyzing data.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – legislation that provides data privacy and security provisions for safeguarding medical information.

IAED – International Academy of Emergency Dispatch.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Inter-Facility Transports (IFT) – Ambulance transports between healthcare facilities, typically non- emergency following LEMSA Policy.

Key Employee – Employees of DISTRICT jointly identified by CVEMSA and DISTRICT as possessing unique skill and experience that was a material consideration in COUNTY's decision to award a contract.

LEMSA – Local EMS Agency as described in California Health and Safety Code section 1797.200

LIFENET – The LIFENET® System is a comprehensive cloud-based platform that helps EMS crews communicate with other members of the emergency treatment team. Critical patient data can be transmitted from field crews to receiving or base hospitals to help reduce time-to-treatment for STEMI patients.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC – Mobile data computer (also known as MDT- Mobile Data Terminal), can include tablet style devices, with the hardware and software to communicate with the CAD system.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be overwhelmed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, non-governmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data to produce reports and online tools to track EMS system effectiveness and compliance.

On Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of a paved roadway or closed gate.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also, known as an EMT-P.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post – A designated location for ambulance placement within the SSM Plan. Depending upon its frequency and type of use, a “post” maybe a facility with sleeping quarters or day

rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching and EMD Determinant – A structured method of prioritizing requests for an ambulance and first responder services developed by the International Academy of Emergency Dispatch (IAED) that utilizes highly structured telephone protocols and dispatch algorithms to safely allocate available resources among competing demands for service. Prioritization categories have been developed by the IAED, and are designated as:

ALPHA = Code 2 all units

BRAVO = Code 3 first due resource, Code 2 second due resource

CHARLIE = Code 3 first ALS resource, Code 2 Second ALS or BLS resource (as approved by the CVEMSA Medical Director)

DELTA = Code 3 all units

ECHO = Code 3 all units

Note: Nothing in this definition shall limit an ambulance operator's obligations or rights under the California State Vehicle Code.

PST – Pacific Standard Time, including Pacific Daylight Time when in effect

Public Safety Answering Point (PSAP) – A government-operated facility that receives emergency calls for assistance through the 9-1-1 system or over private telephone lines.

Quick Response Vehicle (QRV) – An ALS or BLS non-transport resource.

Release at Scene (RAS) – Patients refusing treatment and/or transport when the paramedic or EMT agrees there is no need for care.

Response Time – The actual elapsed time between receipt by DISTRICT of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Service Start Date – This refers to January 16, 2024 at 12:00:0 PM, Pacific Standard Time, the date and time when DISTRICT shall begin providing the services under this SOS.

Special Event – Any planned and organized event, such as, for example, public gatherings, athletic/sporting events, concerts, film productions, fairs, and festivals, where an ALS service provider utilizes its personnel and resources to provide stand-by services to the participants and attendees of the event.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the blockage of a heart artery, and is identifiable by certain changes in a 12-lead ECG.

Staffing Crisis – A Staffing Crisis exists where patient care demand outweighs the supply of medical professionals on staff as a result of unpredictable or unavoidable occurrences at unscheduled or unpredictable intervals other than collective employment actions protected under labor laws.

Stand-by Services – the deployment and utilization of personnel and resources to provide ambulance services above regular staffing levels which are dedicated to a special event or emergency incident and not expected to be available to respond to incidents unrelated to the event or incident.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

System Status Management - A management tool to define the “unit hours” of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is enroute to the scene.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – UHU Ratio shall be calculated by dividing the number of ambulance transports by the number of unit hours. Special event coverage and certain other classes of activity are excluded from these calculations.

Exhibit 2
of the Agreement

List of Key Personnel

COUNTY's Key Personnel	DISTRICT's Key Personnel
<p>[Function] [Name] [Title] [Mailing Address] [Email Address] [Phone Number]</p>	<p>EMS Contract Manager Matt Windrem DISTRICT Division Chief—EMS 8200 Old Redwood Highway Windsor, CA 707-838-1170 mwindrem@sonomacountyfd.org</p> <p>Functions: Overall responsibility for Agreement and working with subcontractor on full scope of operating EOA Contract, including Disaster Response and Management.</p>
<p>[Function] [Name] [Title] [Mailing Address] [Email Address] [Phone Number]</p>	<p>Medical Director Dr. Tuck Bierbaum Medical Director--DISTRICT 8200 Old Redwood Highway Windsor, CA 707-838-1170 tbierbaum@sonomacountyfd.org</p> <p>Functions: Overall responsibility for clinical performance, quality, and improvement, patient care and outcomes, and clinical training, re-training, and remediation.</p>
<p>[Function] [Name] [Title] [Mailing Address] [Email Address] [Phone Number]</p>	<p>Deputy Medical Director Dr. Paul Kivela Medical Director-Medic 1269-A Corporate Center Parkway Santa Rosa, CA 707-917-4292 pkivela@medicambulance.net</p> <p>Functions: Responsible for Medic's clinical performance, quality, and improvement, patient care and outcomes, and clinical training, re-training, and remediation; supports Medical Director</p>
<p>[Function] [Name]</p>	<p>Operations Manager Eric Constantine</p>

<p>[Title] [Mailing Address] [Email Address] [Phone Number]</p>	<p>Operations Manager - Medic 1269-A Corporate Center Parkway Santa Rosa, CA 707-917-4292 econstantine@scfdems.com</p> <p>Functions: Oversight of and responsible the overall performance of ambulance service operations, reports to Regional Director and President of Medic.</p>
<p>[Function] [Name] [Title] [Mailing Address] [Email Address] [Phone Number]</p>	<p>Clinical Quality and Education Manager Marcus Bond Clinical Quality and Education Manager - Medic 1269-A Corporate Center Parkway Santa Rosa, CA 707-917-4292 mbond@scfdems.com</p> <p>Functions: Direct oversight of quality of care provided by staff, monitor Key Performance Indicators (KPIs), and development of all Education and community health-based programs, with Education and Training Supervisor. Reports to VP-Quality for Medic.</p>
<p>[Function] [Name] [Title] [Mailing Address] [Email Address] [Phone Number]</p>	<p>Community Outreach Specialist Karen Hancock Community Outreach Specialist 8200 Old Redwood Highway Windsor, CA 707-838-1170 khancock@sonomacountyfd.org</p> <p>Functions: Coordinates community outreach, engagement, and education</p>
<p>[Function] [Name] [Title] [Mailing Address] [Email Address] [Phone Number]</p>	<p>Workforce Recruiter Carlo Bright Workforce Recruiter - Medic 1269-A Corporate Center Parkway Santa Rosa, CA 707-917-4292 cbright@scfdems.com</p> <p>Functions: Coordinates and engages in recruitment, hiring, and retention programs.</p>

[Function] [Name] [Title] [Mailing Address] [Email Address] [Phone Number]	Supervisors Brad Silvestro Administrative Supervisor bsilvestro@scfdems.com Elisa Martinez Operations Supervisor emartinez@scfdems.com Todd Nuss Operations Supervisor tnuss@scfdems.com 1269-A Corporate Center Parkway Santa Rosa, CA 707-917-4292 Functions: Oversight of day-to-day functions of operations
--	--

Exhibit 3
of the Agreement

Authorized Rates and Charges

SONOMA COUNTY FIRE DISTRICT EOA-1 AMBULANCE TRANSPORT AND SERVICES RATE SCHEDULE (JAN. 2024 – JAN. 2025)

DISTRICT shall be entitled to charge patient for the Contract Services rendered according to the patient fee schedule below:

Transport and Services Base Rates	
ALS Transport Base Rate	\$3,100.00
BLS Transport Base Rate	\$2,850.90
Oxygen	\$225.00
Mileage	\$70.00 / mile
ALS Treatment, Non-Transport	\$550.00

Other Specific Charges / Medical Supplies	
Monitor	\$225.00
12 Lead ECG	\$185.00
Disposable ALS Supplies	\$225.00
Disposable BLS Supplies	\$205.00
ALS Treatment, Non-Transport	\$550.00
EZ-IO	\$475.00
Pulse Ox	\$185.00
IV Supplies	\$145.00
King Airway/iGel/Intubation	\$305.00
Isolation Precautions	\$285.00
Night Charge	\$195.00
CPAP	\$425.00
Glucagon	\$315.00
CSPINE/SMR	\$185.00

No rate increase will be considered for the first year of the Agreement.

Exhibit 4
of the Agreement

EOA-1

See Attached.

Ambulance Exclusive Operating Area 1

August 2023



A number line for distance conversion. The top part shows '0', '0.5', '1', and '2 Miles'. The bottom part shows '0', '0.75', '1.5', and '3 Kilometers'. Vertical tick marks connect the two scales, showing that 0.5 miles is approximately 0.75 kilometers.

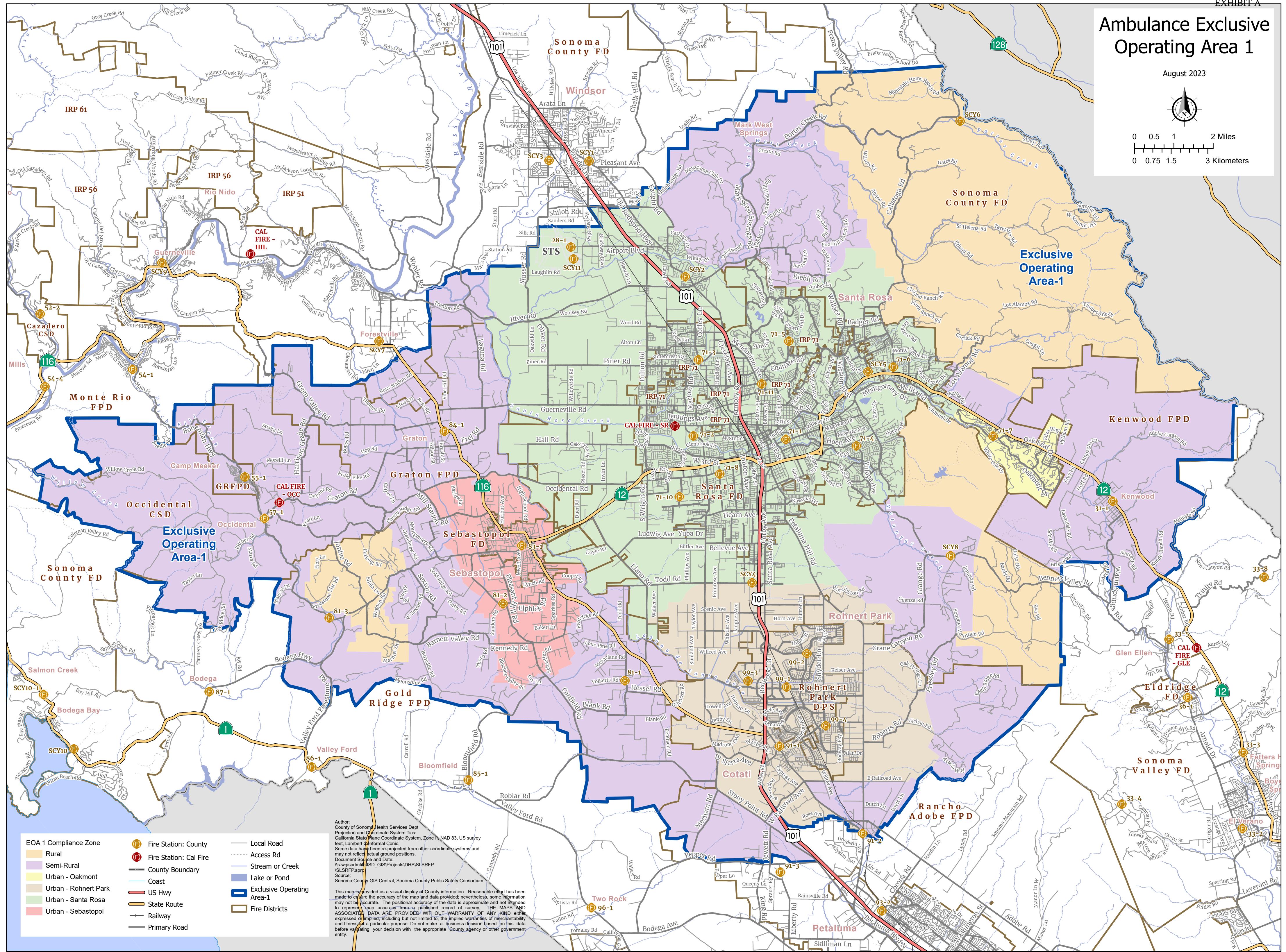


Exhibit 5
of the Agreement

Contractor Insurance Schedule

Contractor or Subcontractor	Required Insurance Coverage(s)	Required Certificates and Endorsements
Medic Ambulance, Inc. (ambulance services subcontractor)	<ul style="list-style-type: none"> • Workers Compensation, PSA § 11.a. • General Liability, PSA § 11.b.i • Professional Liability/Errors and Omissions, PSA § 11.b.ii. • Comprehensive Automobile Insurance, PSA § 11.b.iii. • Employer's Liability Insurance, PSA § 11.b.iv. • Cyber Security Insurance, PSA § 11.b.v. 	<ul style="list-style-type: none"> • Certificates of Coverage, PSA § 11.c. • Additional Insured Endorsements, PSA §§ 11.c.i.D, 11.c.ii, 11.c.iii, 11.e.
Wittman Enterprises, LLC (billing and collections subcontractor)	<ul style="list-style-type: none"> • Workers Compensation, PSA § 11.a. • General Liability, PSA § 11.b.i • Professional Liability/Errors and Omissions, PSA § 11.b.ii. • Cyber Security Insurance, PSA § 11.b.v. 	<ul style="list-style-type: none"> • Certificates of Coverage, PSA § 11.c. • Additional Insured Endorsements, PSA §§ 11.c.i.D, 11.c.ii, 11.c.iii, 11.e.

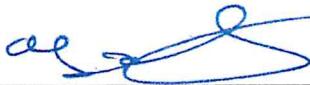
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

COUNTY OF SONOMA

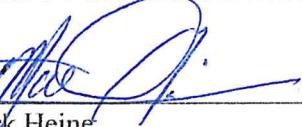
By: 
Tina Rivera

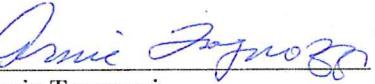
Director – Department of Health Services

APPROVED AS TO FORM

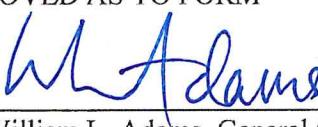
By: 
Tashawn Sanders, Chief Deputy
County Counsel

SONOMA COUNTY FIRE DISTRICT

By: 
Mark Heine
Fire Chief

By: 
Arnie Tognozzi
President, Board of Directors

APPROVED AS TO FORM

By: 
William L. Adams, General Counsel
Andrew E. Schouten, Special Counsel

ATTACHMENT B

DEFINITIONS

SECTION 1. GENERAL DEFINITIONS

- 1.1 This FRALS Agreement incorporates all the Definitions set forth in Exhibit A to Exhibit 1-SOS to the GAC, except as otherwise amended and/or supplemented by:
 - 1.1.1. Any defined term set forth in the body of the FRALS Agreement; and/or
 - 1.1.2. the Definitions set forth in Section 2 (Special Provisions) below.
- 1.2 Any term(s) not otherwise defined in Exhibit A to Exhibit 1-SOS to the GAC or this FRALS Agreement has the meaning set forth in the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797 et seq.).

SECTION 2. SPECIAL DEFINITIONS.

- 2.1 **ALS Company** means the personnel and equipment that comprise the primary emergency response resource of the Fire Department, typically consisting of a captain, engineer, and firefighter along with a firefighting vehicle that is equipped to deliver fire suppression, emergency medical, and rescue services.
- 2.2 **Annual Base Compensation Amount** has the meaning set forth in Section 6.1 of this FRALS Agreement.
- 2.3 **Assigned Districts** means response districts within City Limits as listed in City electronic systems, as the same may be updated from time to time.
- 2.4 **City Fire Service** means the organization and deployment of fire suppression operations, EMS, and special operations by the Santa Rosa Fire Department within City Limits in accordance with all applicable federal, state and law
- 2.5 **City Limits** means the City of Santa Rosa's official city limits, which for the purposes of this FRALS Agreement represent the City's FRALS Service Area.
- 2.6 **City Response Time Standards** has the meaning set forth in Section 4.1.3 of this FRALS Agreement.
- 2.7 **Emergency Ground Ambulance Service Contract** means that Agreement for Advanced Life Support and Emergency Ambulance Service between SCFD and the County of Sonoma dated October 27, 2023. No amendment(s) to the Emergency Ground Ambulance Service Contract will be effective under this FRALS Agreement unless and until it is expressly incorporated into this FRALS Agreement by amendment under Section 18.5 of this FRALS Agreement.

- 2.8** **EMS Base Hospital** has the meaning set forth in Section 1797.58 of the California Health and Safety Code.
- 2.9** **Emergency Operating Area 1 (“EOA-1”)** has the meaning set forth in the Emergency Ground Ambulance Service Contract.
- 2.10** **First Responder Advanced Life Support Services (“FRALS Services”)** means provision of 9-1-1 advanced life support medical response as required by this FRALS Agreement and policies issued by the State EMS Authority and/or the CVEMSA.
- 2.11** **Force Majeure** has the meaning set forth in Section 9 of this FRALS Agreement.
- 2.12** **FRALS Agreement** means this *Agreement for First Responder Advanced Life Support Services* between the City of Santa Rosa and the Sonoma County Fire District dated January 16, 2023, as the same may be amended from time to time.
- 2.13** **FRALS Service Area** has the meaning set forth in Section 4.1.1 for the City and the meaning set forth in Section 5.1.2 for SCFD.
- 2.14** **Medical Director** means a physician designated to provide medical oversight and direction for an ALS program.
- 2.15** **Monthly FRALS Payment** has the meaning set forth in Section 6.1.1 of this FRALS Agreement.
- 2.16** **Response Time Standards** has the meaning set forth in Section III of Exhibit 1- SOS to the GAC.
- 2.17** **SCFD Response Time Standards** has the meaning set forth in Section 5.1.4 of this FRALS Agreement.
- 2.18** **State EMS Authority** means the California Emergency Medical Authority.
- 2.19** **Staffing and Equipment** has the meaning set forth in Section 4.1.2 for the City and the meaning set forth in Section 5.1.3 for SCFD.

ATTACHMENT C

INSURANCE

[REQUIREMENTS TO BE FINALIZED BY CITY AND DISTRICT RISK MANAGERS]