

ADVANCED LIFE SUPPORT COVERAGE AGREEMENT

THIS ADVANCED LIFE SUPPORT COVERAGE AGREEMENT is made and entered effective January 16, 2024 ("Effective Date") between the Sonoma County Fire District ("SCFD") and the Gold Ridge Fire Protection District ("GRFPD"), collectively referred to herein as "the parties". This Agreement supersedes any previous agreement between SCFD and GRFPD and serves as the sole contractual agreement between the two parties for services.

WHEREAS, both SCFD and GRFPD are fire protection districts formed and operating pursuant to the California Fire Protection District Law of 1987 (California Health and Safety Code section 13800 et seq.; and

WHEREAS, SCFD is a licensed provider of high-quality advanced life support ("ALS") with the capability to provide ALS coverage within GRFPD's jurisdiction; and

WHEREAS, SCFD is contracted to provide ALS Emergency Ground Ambulance Services to the County of Sonoma in Exclusive Operating Area 1 ("EOA-1") effective January 16, 2024; and

WHEREAS, in order to assure that residents and visitors within the Agency's jurisdiction receive appropriate ALS services when required as a result of injury or illness, GRFPD desires to retain SCFD to provide additional coverage within GRFPD jurisdiction and SCFD desires to provide such ALS coverage, subject to the terms and conditions specified herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Coverage Area and Services.** GRFPD Agency hereby retains SCFD to provide ALS coverage (the "Services") within GRFPD geographic area (the "Service Area"). Notwithstanding the foregoing, SCFD may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by SCFD to insure adequate coverage throughout the Service Area. SCFD will staff the following unit for deployment within at GRFPD Station #2: one (1) advanced life support ambulance 24/7/365 staffed with an emergency medical technician and paramedic. This unit may be repositioned from time-to-time and may provide services within the Service Area and outside the Service Area.

2. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

3. **Innovation.** The Parties agree to meet and discuss future opportunities to collaborate to improve and expand the delivery of EMS in EOA-1 through programs and other enhancements, including, without limitation: Surge Program within EOA-1 and Alternative Service Delivery Models to complement EMS within EOA-1. Neither party is obligated to adopt proposed enhancements, but will meet in good faith to seek opportunities for partnership and improvements.

4. **Emergency Medical Services Schedule of Charges and Billing.** SCFD will be responsible for billing and collections for all Services provided by SCFD. Billing and settlement of claims will be at the sole discretion of SCFD. Notwithstanding the foregoing, SCFD will use reasonable efforts to establish payment plans for individuals with limited means and will consider "charity care" on a case-by-case basis for individuals who do not have the means to pay for the Services, all consistent with current practices and policies of SCFD. SCFD will adhere to the Sonoma County published rates when it bills for emergency medical services within the Service Area. SCFD will accept all calls without regard to gender, race, religion, age, nationality, or ability to pay.

5. **Agency Contribution.** During the Term, GRFPD will make an annual payment to SCFD (the "GRFPD Contribution") for purposes of offsetting the expenses of providing the Services described herein. The GRFPD Contribution shall be payable to SCFD in equal monthly installments beginning January 16, 2024 and being due on the fifteenth of each month thereafter. The annual GRFPD Contribution shall be: two hundred fifty thousand dollars (\$250,000.00).

The GRFPD Contribution shall increase on each anniversary date of this Agreement equal to the percentage increase in the Medical CPI during the most recent 12-month period for which published figures are available from the U.S. Department of Labor. "Medical CPI" as used above shall mean the medical care consumer price index (consisting of medical care commodities and medical care services) for national All Urban Consumers ("CPI-U"), or the most comparable successor index if such index is discontinued, with a minimum increase of four percent (4.00%), and a maximum increase of six percent (6.00%).

In the event that SCFD is temporarily unable to provide Services, the monthly installment(s) for the affected period(s) shall be pro-rated based on the number of full or partial days of interrupted Services.

6. **Facilities.** GRFPD licenses SCFD to the right to use the GRFPD Station #2 located at 1690 Watertrough Road, Sebastopol, CA 95472 for stationing, quartering, and parking ambulances used in the provision of Services pursuant to this Agreement. The license shall be without charge or rent to SCFD.

7. **Indemnification.** Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this agreement.

8. **Insurance.** SCFD represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the medical transportation industry and workers' compensation insurance in the statutory required amounts.

9. **Term.** The initial term of this Agreement shall be for one year (1) from the Effective Date. This Agreement will automatically renew for successive one (1) year period subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

10. **Termination.** Either party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one-hundred twenty (120) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within sixty (60) day of written notice thereof to the other party.

11. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party

assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. SCFD and GRFPD administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

12. **Laws and Regulatory.** The Parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

13. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or

contemporaneous writings, negotiations, proposals, agreements, communications, discussions, or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

14. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to GRFPD:

Fire Chief
Gold Ridge Fire Protection District
4500 Hessel Road
Sebastopol, California 95472

If to SCFD:

Fire Chief
Sonoma County Fire District
8200 Old Redwood Highway
Windsor, CA 95492

By signing below, each Party acknowledges that they have carefully read and fully understand this Agreement. Each Party each fully agrees to be bound by the terms of this Agreement.

Sonoma County Fire District

By: _____
Mark Heine, Fire Chief

Gold Ridge Fire Protection District

By: _____
Shepley Schroth-Cary, Fire Chief

Deployment/System Statuses Management Plan

ALS	
Level 1	4
Level 2	4
Level 3	3
Level 4	3
Level 5	3
Level 6	3
Level 7	3
Level 8	3
Level 9	3
Level 10	3
Level 11	3
Level 12	3
Level 13	3
Level 14	3
Level 15	3
Level 16	3

4
9
15
14
14
14
14
14
14
14
14
14
14
14
14
14
14

5
4
4
4
4
4
4
4
4
4
4
4
4
4
4
4
4

5
13
13
13
13
13
13
13
13
13
13
13
13
13
13
13
13

10
10
10
10
10
10
10
10
10
10
10
10
10
10
10
10
10

11
11
11
11
11
11
11
11
11
11
11
11
11
11
11
11
11

1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1

6
6
6
6
6
6
6
6
6
6
6
6
6
6
6
6
6

20
20
20
20
20
20
20
20
20
20
20
20
20
20
20
20
20

16
16
16
16
16
16
16
16
16
16
16
16
16
16
16
16
16

15
15
15
15
15
15
15
15
15
15
15
15
15
15
15
15
15

17
17
17
17
17
17
17
17
17
17
17
17
17
17
17
17
17

12
12
12
12
12
12
12
12
12
12
12
12
12
12
12
12
12

BLS	
Level 1	4
Level 2	4
Level 3	4
Level 4	4
Level 5	4
Level 6	4
Level 7	4

1
1
1
1
1
1
1

5
5
5
5
5
5
5

3
3
3
3
3
3
3

11
11
11
11
11
11
11

15
15
15
15
15
15
15

10
10
10
10
10
10
10

Units have .5 mi radius (as the crow flies) for post coverage

Bump and cover units for post moves until level 5, then leap frog units.
 24 hour units have priority to return to station and zone coverage.

level 1 without EOA-1 unit coming available in 10 minutes requires notification to on-duty supervisor.

SCFD -EMS Posting Locations for EOA-1

Post #	Building / Street Corner Post	Address	Rest Station	Break Station	Hours/Availability
Post 1	SCFD-EMS Headquarters	1269A Corporate Center Parkway, Santa Rosa, CA 95407	Y		
Post 2	Santa Rosa FD -Training Center	2126 West College Ave, Santa Rosa, CA 95401	Y		
Post 3	Rancho Adobe Fire Station	1 E Cotati Ave, Cotati, CA 94931	Y (24)		
Post 4	Sonoma County FD - Station#4	207 Todd Rd, Santa Rosa, CA 95407	N	Y	24/7- Front of Station
Post 5	Sonoma County FD - Station #5	91 Middle Rincon Rd, Santa Rosa, CA 95409	Y		24/7 Rest Station 0800-2000 access to restrooms and day room. Need to do CLETS training documentation
Post 6	Rohnert Park DPS Station # 2	5200 Country Club Drive, Rohnert Park, CA 94928	N	Y	
Post 7	Oakmont Station	6572 Oakmont Drive, Suite C, Santa Rosa, CA 95409	Y (24)		
Post 8	Santa Rosa FD - Station # 8	830 Burbank Ave, Santa Rosa, CA 95407	N		
Post 9	Hwy 12 / Llano	CA-12 and Llano Rd, Santa Rosa, CA 95407	N		
Post 10	SCFD-EMS Substation	451 Tesconi Circle, Santa Rosa, CA	Y		
Post 11	Sonoma County FD- Station #2	45 Lark Center Dr, Santa Rosa, CA	N	Y	0800-2000
Post 12	Occidental Vol. FD	3821 Bohemian Hwy, Occidental, CA	N		
Post 13	Graton Fire District	3750 Gravenstein Hwy, Sebastopol, CA	N	Y	24/7: Front of the station, Kitchen, restrooms, etc.
Post 14	Gold Ridge Station – Twin Hills	1690 Watertrough Rd, Sebastopol, CA 95472	Y (24)		
Post 15	Sebastopol FD	7425 Bodega Ave, Sebastopol, CA 95472	N	Y	
Post 16	Kaiser Santa Rosa Hospital	401 Bicentennial Way, Santa Rosa, CA 95403	N		
Post 17	Rohnert Park DPS Station #1	500 City Center Drive, Rohnert Park, CA 94928	N		
Post 18	Rohnert Park DPS Station #3	6020 Labath Avenue, Rohnert Park, CA 94928	N		
Post 19	Sutter Santa Rosa Regional Hospital	30 Mark West Springs Road, Santa Rosa, CA 95403	N		
Post 20	Santa Rosa Memorial Hospital	1165 Montgomery Drive, Santa Rosa, CA 95405	N		
Post 21	Healdsburg District Hospital	1375 University Avenue, Healdsburg, CA 95448	N		
Post 22	Sonoma Valley Hospital	347 Andrieux Street, Sonoma, CA 95476	N		
Post 23	Petaluma Valley Hospital	400 North McDowell Boulevard, Petaluma, CA 94954	N		
SAR Unit	Sonoma County FD-Station # 8	6161 Bennett Valley Rd, Santa Rosa, CA 95404	Y		
SAR Unit	Sonoma County FD-Station #1	8200 Old Redwood Highway, Windsor, CA 95492	Y		
33	HWY 12X DUNBAR, Glen Ellen	N/A	N	N	
91	101 X Old Redwood Hwy, Pennngrove	N/A	N	N	
75	Lakewood Dr. X Los Amigos Rd., Windsor	N/A	N	N	
81	Bohemian Highway X Bodga Highway, Freesto	N/A	N	N	
51	Sonoma County Fire Station 7	6554 Mirabel Rd, Forestville	N	N	