

SECOND AMENDMENT TO
PROFESSIONAL SERVICES SUBCONTRACTOR AGREEMENT
BETWEEN SONOMA COUNTY FIRE DISTRICT AND MEDIC AMBULANCE SERVICE, INC.

Effective May 26, 2022, the Sonoma County Fire District, hereinafter called "DISTRICT," and Medic Ambulance Service, Inc, hereinafter called "CONTRACTOR", and collectively referred to hereinafter as the "Parties", enter into this Second Amendment to Profession Services Subcontractor Agreement ("SECOND AMENDMENT").

On April 27, 2021, the DISTRICT and CONTRACTOR", entered into the Parties' initial Professional Services Subcontractor Agreement ("AGREEMENT").

On October 19, 2021, the DISTRICT and CONTRACTOR entered into the First Amendment to the Professional Services Subcontractor Agreement ("FIRST AMENDMENT").

Except as otherwise specifically noted in this SECOND AMENDMENT, the provisions of the Parties' initial AGREEMENT and the FIRST AMENDMENT shall remain in effect.

1.0 Recitals

The following recitals are true and incorporated into this SECOND AMENDMENT:

WHEREAS, the DISTRICT has the rights, obligations, and authority over emergency medical services ("EMS") and Advanced Life Support Services throughout the entirety of the DISTRICT territory and appurtenant ambulance service areas, pursuant to Health and Safety Code section 1797.201; and

WHEREAS, in January 2021, the DISTRICT issued a Request for Qualifications ("RFQ") as part of a competitive bidding process under Public Contract Code section 20812 for a subcontractor to provide emergency ground ambulance services and Advanced Life Support Services for Sonoma County Exclusive Operating Area #1 ("EOA-1"), as well as the entirety of the DISTRICT territory and appurtenant ambulance service areas; and

WHEREAS, although several ambulance service providers attended the DISTRICT's RFQ potential bidders' conference, no bids were received in response to the DISTRICT's RFQ; and

WHEREAS, on April 27, 2021, consistent with Public Contract Code section 20812(c)(4), the DISTRICT entered into an AGREEMENT with CONTRACTOR regarding emergency ground ambulance services and Advanced Life Support Services for EOA-1; and

WHEREAS, on October 19, 2021, through the FIRST AMENDMENT, also consistent Public Contract Code section 20812(c)(4), the DISTRICT and CONTRACTOR expanded the Parties' AGREEMENT to include emergency ground ambulance services and Advanced Life Support Services for the entirety of the DISTRICT territory and appurtenant ambulance service areas; and

WHEREAS, on February 9, 2022, the California Emergency Medical Services Authority notified the County of Sonoma ("County") Director of the Department of Health Services and Coastal Valleys EMS Agency ("CVEMSA") that critical care transport, basic life support, and interfacility transport ground ambulance services in EOA-1 were all "non-exclusive"; and

WHEREAS, on February 17, 2022, the County and DISTRICT entered into a Settlement Agreement, which, in relevant part, authorizes the DISTRICT "to provide emergency ground ambulance services in EOA-1 on backup, stand-by, and/or mutual aid basis"; and

WHEREAS, starting on February 27, 2022, at the specific request of Bell's Ambulance Services, which provides non-exclusive ambulance services in the northern portion of the DISTRICT, because Bell's was unable to staff and provide ambulance services; the DISTRICT has continuously provided emergency ground ambulance services with the awareness and approval of CVEMSA in the Bell's Response Zone and EOA-1; and

WHEREAS, on April 26, 2022, at a meeting between the DISTRICT Fire Chief and CONTRACTOR Operations Manager on the one hand; and the County Director of the Department of Health Services, CVEMSA EMS Administrator and CVEMSA EMS Coordinator, on the other hand; the County representatives confirmed that the DISTRICT was not required to have a provider permit or a provider agreement to provide emergency ground ambulance services pursuant to the County EMS Ordinance (Sonoma County Code Chapter 28); and that CONTRACTOR similarly was not required to have a provider permit or a provider agreement to provide emergency ground ambulance services pursuant to the County EMS Ordinance, so long as a CONTRACTOR was providing emergency ground ambulance services pursuant to an agreement with the DISTRICT; and

WHEREAS, the Parties' initial AGREEMENT, the FIRST AMENDMENT, and this SECOND AMENDMENT all comply with Health and Safety Code section 1797.231 and the policy adopted in DISTRICT Resolution 2021-25.

2.0 Agreement

Now, therefore, it is agreed by the Parties to this SECOND AMENDMENT as follows:

2.1 Term of the SECOND AMENDMENT

(a) Term. The term of this Agreement shall commence on the date first written above and shall expire at the end of the initial term of five (5) years after the DISTRICT and CONTRACTOR complete negotiations of the final deployment plan the Scope of Services set forth in paragraph 2.2 and the Pricing, Billing and Collection set forth in paragraph 2.3. In the event the DISTRICT is awarded an emergency medical services contract with the County pursuant to a direct award or the County RFP as set forth in the AGREEMENT and the FIRST AMENDMENT, the Parties agree that they shall renegotiate this SECOND AMENDMENT, specifically the Scope of Services set forth in paragraph 2.2 and the Pricing, Billing and Collection set forth in paragraph 2.3; to conform CONTRACTOR's services with the County requirements.

(b) Extension of Agreement. DISTRICT may extend the CONTRACTOR'S service under the SECOND AMENDMENT for an additional five (5) year term. The extension will be based on CONTRACTOR'S performance in meeting and or exceeding the performance standards outlined in the AGREEMENT, the FIRST AMENDMENT and this SECOND AMENDMENT, over the initial term.

(c) Obligations Extending Beyond Term. The obligations of the Parties under AGREEMENT paragraphs 2.6 (Insurance) and 2.7 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the AGREEMENT, the FIRST AMENDMENT, and this SECOND AMENDMENT, and the obligations of CONTRACTOR to DISTRICT shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.13 (Confidentiality), 2.18 (Taxes), and 2.19 (Access to Records/Retention). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in Exhibits A and B of the AGREEMENT, the FIRST AMENDMENT, or this SECOND AMENDMENT, the modifications in Exhibits A and B shall also continue after the expiration date or early termination.

2.2 Scope of Services. CONTRACTOR shall provide DISTRICT those emergency medical services and Advanced Life Support Services for the entirety of the DISTRICT territory and appurtenant ambulance service areas, as set forth in Exhibit A, which is attached to and incorporated herein by reference to this SECOND AMENDMENT.

2.3 Pricing, Billing, and Collections. The primary means of CONTRACTOR compensation is through Unit hour cost reimbursement agreement, set forth in Exhibit B, which is attached to and incorporated herein by reference to this SECOND AMENDMENT.

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT effective on the date first written above:

DISTRICT

By: _____
Steve Klick, Board President, Sonoma County Fire District

CONTRACTOR:

By:  _____
James Pierson, President and COO, Medic Ambulance Service, Inc

Approved as to form:

DISTRICT Counsel



CONTRACTOR, Director of Corporate Legal and Contracting

EXHIBIT A

Scope of Services:

01. GENERAL REQUIREMENTS

Medic Ambulance Service, Inc. ("CONTRACTOR"), shall provide 911 ambulance services on behalf of Sonoma County Fire District. Calls for 911 ambulance service shall be dispatched to CONTRACTOR from the REDCOM. CONTRACTOR shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters delineated in the contract. All statements made and actions taken by CONTRACTOR in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances Sonoma County Fire District ("DISTRICT") Emergency Medical Services ("EMS") mission of service delivery. Most important, CONTRACTOR decision-making and conduct shall always be guided by and reflect only the highest ethical standards, conform with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings. CONTRACTOR is providing ALS service on behalf of DISTRICT and is operating under DISTRICT's authorization and authority from Costal Valley Emergency Medical Services Agency ("CVEMSA"), the Sonoma County EMS Ordinance and pursuant to Health and Safety Code section 1797.201. It is understood CONTRACTOR'S ability to operate as Advanced Life Support provider is under the oversight of DISTRICT and all approvals for operations, personnel and/or anything related to ALS ambulance services must be authorized, approved and submitted by DISTRICT.

- A. CONTRACTOR will be responsible for ensuring that all vehicles, material, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.
- B. CONTRACTOR shall designate one person, as its official liaison to DISTRICT who will serve as the primary contact and interface. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communication between agencies and agency liaisons.
- C. CONTRACTOR shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to:
 1. Health Insurance Portability & Accountability Act;
 2. California Health & Safety Code, Division 2.5;
 3. California Code of Regulations, Title 22, Division 9, Chapter 2;
 4. California Vehicle Code; and

5. CVEMSA Treatment Guidelines and standing orders.
- D. CONTRACTOR shall ensure that ambulance personnel comply with all State and DISTRICT policies and procedures as provided by DISTRICT to CONTRACTOR, as well as CONTRACTOR's internal protocols. CONTRACTOR, including any individual ambulance operator, shall immediately bring to the attention of DISTRICT any protocol that appears to conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.
- E. CONTRACTOR shall provide all services in this Agreement without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a material breach of this Agreement and grounds for immediate termination.
- F. CONTRACTOR shall have a Quality Improvement Program (QIP) and a Quality Assurance Program (QAP) that meets the requirements of CVEMSA program documents.
- G. CONTRACTOR shall ensure that relevant and frequent education and training courses are provided to assist, train, and educate field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, shall be built upon observation and findings derived from the Quality Assurance / Continuous Quality Improvement Plan.
- H. CONTRACTOR shall provide stand-by/special event coverage for scheduled non-emergency purposes. DISTRICT shall provide at least three (3) days advance notice to the CONTRACTOR. CONTRACTOR will be paid a Standby Unit Hour Rate equal to the Unit Hour Rate for prehospital emergency medical response which shall include under this contract, one-hour standard unit rate before the event and after event conclusion.

02. VEHICLES

- A. 24 (24) hour Ambulances: CONTRACTOR shall provide one (1) Ambulance unit deployed twenty-four (24) hours per day, 365 days per year. Any unit hours incurred in excess of the standard 24 hour per unit deployment due to emergency incidents shall be paid at the standard unit hour price.
 1. Deployment locations and times will be determined by DISTRICT. DISTRICT will provide fourteen (14) days' notice prior to changes in deployment location and times.

- B. In addition to the one (1) twenty-four-hour unit, CONTRACTOR shall provide two (2) additional twelve (12) hour ambulances deployed twelve (12) hours per day, 365 days per year. Any unit hours incurred in excess of the standard 12 hour per unit deployment due to emergency incidents shall be paid at the standard unit hour price.
 - 1. Deployment locations and times will be determined by DISTRICT. DISTRICT will provide fourteen (14) days' notice prior to changes in deployment location and times.
- C. In addition to the three (3) units identified in A and B above, CONTRACTOR shall provide in "ready" condition, two (2) additional units as a ready reserve that can be placed into service as needed.
- D. All ambulances shall be housed Station 1, Station 5 (91 Middle Rincon Rd, Santa Rosa) or Medic Ambulance Administrative (Building 445 Tesconi Circle, Santa Rosa) or other such locations as are approved in writing by the Fire Chief.
- E. CONTRACTOR shall use ambulances that meet or exceed the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation and the Coastal Valley EMS Agency. Vehicles will be painted or wrapped and marked according to the specifications provided by DISTRICT and shall be compliant with State and local policies. All Vehicles and or replacement vehicles are subject to the approval of DISTRICT.
- F. CONTRACTOR agrees to purchase three (3) new ambulances upon execution of this Agreement that conform to the requirements of the Request for Proposal which shall be used by CONTRACTOR to meet the requirements described herein. Units shall be placed into service at the earliest possible time.
- G. CONTRACTOR shall be responsible for and bear all costs for all routine preventive maintenance and repairs of ambulances. CONTRACTOR shall adhere to its maintenance and maintenance records plan during the term of this Agreement. Disruption in service due to CONTRACTOR's non-compliance with the maintenance plan will be considered a material breach of this Agreement and grounds for immediate termination.
- H. In the event an ambulance is taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time (temporarily or permanently), CONTRACTOR shall ensure that a replacement ambulance is immediately provided that meets the same requirements and specifications and includes the same equipment and supplies as described herein.
- I. If a dedicated ambulance is permanently removed from service, the CONTRACTOR shall replace the ambulance with an ambulance meeting the requirements set forth in this Agreement, with equivalent usage and overall wear. The replacement unit shall be

approved by DISTRICT, and any modifications shall be approved in writing by the Fire Chief.

03. EQUIPMENT AND SUPPLIES

A. CONTRACTOR shall ensure that the minimum required equipment, supplies, and inventory for ambulances is provided as follows:

1. Communications

- a. Each ambulance shall be equipped with a minimum of two very high frequency (VHF) Radio. The radio shall have the most current REDCOM programming. The Setup programming of the radio(s) is the responsibility of the CONTRACTOR.
- b. Each ambulance shall be equipped with a mobile router that is active with a cellular provider. Mobile routers shall have a global positioning system (GPS) antenna and the ability to add a GPS server for Automatic Vehicle Locator (AVL) information.
- c. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the Agreement so as to fully respond to calls for emergency medical services or any other response or activity required by the terms of the Agreement.
- d. CONTRACTOR shall be solely responsible for obtaining, installing, and maintaining a system that directly links all contracted ambulances and crews, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the system remains operational at all times.
- e. CONTRACTOR shall be responsible for supplying vehicles, equipment, supplies, and radios that meet or exceed the aforementioned specifications to assure interoperable communications with DISTRICT units, receiving hospitals, and REDCOM.
- f. DISTRICT will provide CONTRACTOR with portable VHF Radios that communicate with DISTRICT units via REDCOM.

2. Medical Equipment & Supplies Inventory

- a. CONTRACTOR shall ensure that the medical equipment and supplies inventory of all ambulances complies with CVEMSA protocols. Every ambulance unit must be equipped and staffed to operate at the ALS level on all emergency and non-emergency calls received under this Agreement at all times.

3. Standardized Inventory

- a. CONTRACTOR shall provide where possible standardization of EMS equipment and supplies of ambulances with the same EMS equipment and supplies used by the DISTRICT.

4. Supplies Restock System

- a. CONTRACTOR shall provide a fully stocked ambulance with all disposable medical supplies and CVEMSA inventory requirements. CONTRACTOR shall be responsible for ensuring that all ambulances are at all times equipped and supplied with the minimum required inventory.

5. Color, wrapping, lettering

- a. CONTRACTOR shall provide ambulances that are red in color, painted or wrapped. All costs to comply with paint and wrapping shall be the responsibility of CONTRACTOR.
- b. Each ambulance must permanently display the name of the CONTRACTOR or display identification or logo on the outside of the vehicle identifying the CONTRACTOR in compliance with State and local statutory or regulatory requirements.
- c. Logo and identification shall prominently indicate the partnership between DISTRICT and the CONTRACTOR.
- d. Any restriping, lettering, or wrapping as a result of this Agreement shall be at the CONTRACTOR's expense.

The color, lettering, logo, and identification of each ambulance shall be approved in advance by DISTRICT.

B. Uniforms & Personal Protective Equipment

- 1. Uniforms - CONTRACTOR employees shall wear uniforms that are approved by DISTRICT for the use by contracted ambulance employees when functioning as an on duty EMT or paramedic on a SDCFD contracted Ambulance. Uniform requirements may be changed at any time during the duration of the Agreement at the sole discretion of the Fire Chief, unless otherwise required by law or regulation, DISTRICT will provide sixty (60) days' notice to the CONTRACTOR. If requested change has an expected cost of over \$5,000.00 CONTRACTOR has right to implement over a six (6) month timeline.

2. Personal Protective Equipment (PPE) - CONTRACTOR shall ensure that employees have the appropriate PPE that meets national safety standards for EMS personnel, to include helmet, reflective vest, eye protection, and ear/hearing protection, and any local and State required PPE that may be implemented during the life of this agreement.
3. Costs – CONTRACTOR or their employees shall bear all uniform and PPE related costs except where specified otherwise, including cleaning, maintenance, repair, and replacement.

EXHIBIT B

04. Pricing, Billing and Collections

- A. DISTRICT agrees to compensate CONTRACTOR based on a unit hour cost. Unit hour cost is the hourly rate paid to CONTRACTOR for each hour of deployment of ambulances in performance of all obligations and duties under this Agreement. The unit hour cost shall be the same for ALS Ambulance Transport Services, Surge Protection and Stand-by/Special Event Coverage. The unit hour cost shall be:

May 25, 2022 – June 30, 2023 \$168.00/hour

In April 2023, Contractor and DISTRICT agree to meet to review, confer and negotiate rate for additional years. The Financial review will evaluate all costs related to CONTRACTOR operations and to ensure a sustainable financial model is created and maintained for both agencies.

- B. For any services provided by the CONTRACTOR on behalf of the DISTRICT, including surge units as defined below, DISTRICT shall be responsible for billing the patient or any third-party payor for the services provided by the CONTRACTOR. The CONTRACTOR shall not seek payment from the patient or any third-party payor for any services. DISTRICT shall reimburse the CONTRACTOR at the rates set forth in the Contract, and the CONTRACTOR shall accept the rate as payment in full for services.
- C. CONTRACTOR shall submit monthly invoices to DISTRICT. The amount of the invoice shall not exceed the Basic Contract Price. DISTRICT shall electronically transfer payment to CONTRACTOR within 30 days of receipt of the invoice.
- D. Any hours in addition to the Basic Contract price incurred for late calls, Surge Protection, or Stand-by/Special Event Coverage shall be submitted on a separate monthly invoice setting forth the date of service, the time incurred, and the incident numbers for the activity or call. These additional payments will be paid within 45 days of receipt of the invoice.
- E. Both Parties agree this current pricing model is based on the May 25, 2022 deployment of ambulances, and understand any future changes in deployment could lead to additional amendments to this agreement.

Invoices shall be submitted electronically to:

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