

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Anderson Valley Community Services District**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR to sustain and support existing Advanced Life Support services and existing EMS Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

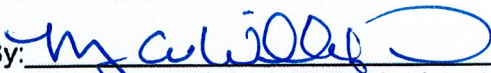
NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment 1	Memorandum of Understanding between Anderson Valley CSD/Fire Department and Medstar Ambulance of Mendocino County, Inc. for Fiscal Year 2020/21

The term of this Agreement shall be from July 1, 2020 (the "Effective Date"), and shall continue through June 30, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed Sixty-Six Thousand Dollars (\$66,000) for the term of this Agreement.

**IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:**

By: 
Mary Alice Willeford, HHS Assistant Director

Date: 11-19-2020

Budgeted: Yes No

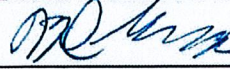
Budget Unit: 4016

Line Item: 86-3113

Org/Object Code: EM

Grant: Yes No

COASTAL VALLEYS EMS AGENCY

By: 
Bryan Cleaver, EMS Agency Director

Date: 11/11/20

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board


By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: 
Risk Management

Date: 10/29/2020

CONTRACTOR/COMPANY NAME

By: 
Andres Avila, Fire Chief

Date: 11-19-20

NAME AND ADDRESS OF CONTRACTOR:

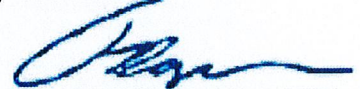
Anderson Valley Community Services District
P.O. Box 398
Boonville, CA 95415
Firechief.AVCSD@gmail.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

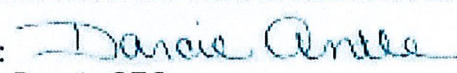
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

Date: 10/29/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO

Date: 10/29/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed N/A

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
HHSA Public Health
1120 S. Dora Street
Ukiah, CA 95482
Attn: Cindy Roper

To CONTRACTOR: Anderson Valley Community Services District
P.O. Box 398
Boonville, CA 95415
Attn: Andres Avila

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.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$66,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a 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.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall continue to provide enhanced Advanced Life Support (ALS) services.

1. Phase I:

- a. CONTRACTOR shall provide a detailed agreement describing the partnership with an ALS Service Provider(s) with specific roles and responsibilities of each agency. The agreement shall be one year in length and must be approved by the Coastal Valleys EMS Agency (Attachment 1).

2. Phase II:

- a. CONTRACTOR shall submit a monthly report exhibiting the ALS staffing supported with project funds.
- b. CONTRACTOR shall submit quarterly reports describing the specific advanced life support enhancements that have been achieved within the system. These reports should also include ALS and Basic Life Support (BLS) call volume. Quarterly reports are due no later than 15 days following the close of a fiscal quarter (Quarter one is July through September, Quarter two is October through December, Quarter three is January through March, and Quarter four is April through June).
- c. CONTRACTOR shall submit quarterly financial reports to include program costs, billing and reimbursement revenue, direct funding as provided by either partner agency, or projected revenue from additional partner opportunities, such as clinics and/or hospitals. Financial reports may be subject to third party audit.
- d. CONTRACTOR shall provide within the quarterly report a description of the training and educational opportunities made possible through the partnership. This may include but is not limited to policy updates, courses to earn Continuing Education Units, and/or the provision of an on-site Emergency Medical Treatment (EMT) course in affiliation with an approved training program.
- e. CONTRACTOR shall provide within the quarterly report a description of the specific equipment and supply enhancements made possible through the partnership. Any agency special need equipment purchases must be approved by the Local Emergency Medical Services Agency (LEMSA) prior to purchasing.
- f. CONTRACTOR shall report on participation in supplemental funding sources. For example, Inner Governmental Transfers (IGT), Ground Emergency Medical Transport (GEMT) and Quality Assurance Fee (QAF).

3. Phase III:

- a. Upon conclusion of the ALS enhancement project period, CONTRACTOR shall provide all final fourth quarter reports outlined in phase II no later than July 31, 2021 for final approval.
- b. CONTRACTOR shall provide a one-time detailed report describing the partnership's fiscal and operational challenges, opportunities, successes and volunteer stipend contributions funded by this program. This report must be approved by the Coastal Valleys EMS Agency.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

Upon execution of this Agreement, the County of Mendocino will contribute Sixty-Six Thousand Dollars (\$66,000) in the form of two payments to Anderson Valley Community Services District (CONTRACTOR). The funds must be used to directly support the partnership enhancement project, and expenditure must be included in the end of year report. The funds may be allocated to personnel providing direct service, personnel costs associated with reporting requirements, equipment/supplies directly used in the partnership, and or training/education provided directly to the partnership.

1. Phase I:

Phase-one completion fulfills obligation for first payment tier of Sixteen Thousand Dollars (\$16,000).

2. Phase II:

Upon completion of Phase-two, COUNTY will process a second payment totaling Thirty Thousand Dollars (\$30,000) to be paid at close of third quarter upon fulfillment and acceptance of final report.

3. Phase III:

Upon completion of Phase-three, COUNTY will process a third payment totaling Twenty Thousand Dollars (\$20,000) to be paid upon fulfillment and acceptance of final report.

Mendocino County HHS Public Health
1120 S. Dora St.
Ukiah, CA 95482
Attn: Cindy Roper

Payments under this Agreement shall not exceed Sixty-Six Thousand Dollars (\$66,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **Anderson Valley Community Services District**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

11-19-2020
Date
P.O. Box 398, Boonville, CA 95415
Address of CONTRACTOR

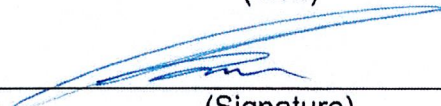


CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Andres Avila	Anderson Valley Community Services District
(Type Name)	(Organization Name)
Fire Chief	P.O. Box 398
(Title)	Boonville, CA 95415
	11-19-2020
(Signature)	(Date)

Attachment 1



Response to Request for Proposal

To provide advanced life support service in partnership with Anderson Valley Ambulance Service for the residents and visitors of Anderson Valley

Submitted to:

Anderson Valley Ambulance Service

20 May 2015

On behalf of everyone at Medstar/Ukiah Ambulance, we are pleased to submit this proposal to assist in providing advanced life support (ALS) services to the residents and visitors of Anderson Valley.

Medstar Ambulance of Mendocino County, Inc. dba Ukiah Ambulance (previously known as Ukiah Ambulance) has had a pleasant and long-standing relationship with Anderson Valley Ambulance Service (AVAS) for many years. Providing back-up and ALS intercept services to basic life support (BLS) providers for over a half-century, we feel we are more than capable to undertake this prospective partnership, and do it in a way that is satisfactory to your standards.

Medstar/Ukiah Ambulance has been doing business in Mendocino County for over 75 years. In 2013, we became a 501(c)(3) non-profit corporation. By becoming a non-profit, we were able to provide the community with excellent medical care at a low cost. Our passion for emergency medical service lies within Mendocino County. Our families live here, we grew up here, and we want to ensure that the residents and visitors receive the medical attention and care they deserve.

Medstar/Ukiah Ambulance meets all county and state standards as an ALS provider. As a local provider, we have the advantage of being familiar with the county's extensive geographical layout. Our company uses many local resources and businesses for supplies and maintenance purposes. This use of our local resources allows us to get the repairs and supplies we need quickly, and also supports our local economy.

1. AVAS is a private, non-profit entity and is funded through a membership program. Any provider must honor our membership program so no new cost is incurred by our members.

Medstar/Ukiah Ambulance has a yearly membership program, and an optional dual membership with CALSTAR. We will honor all Anderson Valley Ambulance Service members if they receive care or transport from Medstar. We hope AVAS will honor Medstar members if they receive care or transport from AVAS.

2. Describe how you will establish an ALS overlay in Anderson Valley.

Medstar will establish advanced life support services in partnership with AVAS by supplying a certified, licensed and trained paramedic with advanced life support supplies and equipment. Our paramedic will be in a quick response vehicle (QRV) provided by Medstar, to be placed and used as Anderson Valley Ambulance Service sees appropriate. Medstar employees will work in conjunction with all of AVAS EMT's, as well as any non-EMT drivers.

We recently received tentative verbal approval from CAL FIRE to be housed at their Boonville station.

Below is what we believe to be the best option for hours worked and payment:

Up to 2,243 hours of ALS service time to be used over a 12-month period. This time can be used however AVAS sees fit. We believe this will allow AVAS the option of having ALS coverage as they feel necessary.

Medstar will bill AVAS for any hours used on a net 30-day term schedule.

If the terms of payment are not satisfactory to AVAS, these terms can be reasonably modified between Medstar and AVAS.

3. Provider shall work in partnership with AVAS for shift relief, on-the-job mentoring, and advanced trainings.

Continuing education and training in emergency medical service ensures quality patient care. At Medstar, we know this training is an important step in providing our patients the latest developments and advances in care. For the time that our paramedic would be stationed in Anderson Valley, this paramedic can be utilized for BLS training, as well as ALS support training to the AVAS crews. Any employee of AVAS will have the opportunity to participate in our ride-along program as a way to advance their EMT skills.

Medstar has a training classroom located in downtown Ukiah. Classes provided by Medstar are open to all AVAS employees. Medstar can provide on-site trainings to all AVAS employees.

4. Provider will supply all ALS equipment or QRV.

Medstar will supply AVAS with a support vehicle that will be fully-equipped with advanced life support supplies and equipment.

5. Describe how you will provide for performance standards and evaluations.

Medstar reviews all patient care reports through our continuous quality improvement (CQI) program. This oversight ensures quality care and treatment is being performed adequately, and also allows us to provide beneficial and positive feedback to our employees.

Patient care issues, or personnel issues, will be addressed and resolved by Medstar and AVAS management, as well as all parties involved, in a timely manner. We will meet with AVAS management as they see necessary.

All Medstar employees go through an annual evaluation process. Anderson Valley Ambulance Service crews and employees will be asked for continuous feedback and input on our quality of service and care, and any areas in which we can improve service.

6. AVAS would like to explore a partnership between the provider, AVAS, and the A.V. Health Center for community outreach/education, i.e. health classes, CPR training, etc.

Medstar is an authorized American Heart Association training site. California EMS CE Provider # 49-0026. This allows us to teach a variety of beneficial classes, which include: Basic Life Support for Healthcare Providers, Heartsaver First Aid CPR AED, and Advanced Cardiovascular Life Support (ACLS). We are currently in the process of becoming an American Safety and Health Institute (ASHI) center. Once we have approval, we will be able to teach Emergency Medical Response (EMR) classes. This class in particular will benefit ambulance drivers who are not EMT certified.

We are currently involved with multiple community outreach and education classes and events, including:

- Save Lives Mendocino
- Heroes of Health and Safety Fair
- Stroke awareness seminars in partnership with Ukiah Valley Medical Center
- Relay for Life's first aid booth
- Ukiah Valley Medical Center's Trauma Expo
- Assist as EMT skills instructors for Mendocino College's EMT class and Ukiah High School's EMT and Scrubs classes
- Job shadow program in cooperation with Ukiah High School
- Ukiah High School's and Mendocino College's primary agency for student ride-along hour requirements
- Free cardiopulmonary resuscitation classes open to the public
- Paramedic Internship Program with multiple private schools and colleges

Medstar is willing to explore the possibilities of a partnership with AVAS and Anderson Valley Health Center.

7. Provider should work with AVAS to find new revenue/grant sources

Medstar currently works with multiple grant writers to find applicable grants, and to assist in the grant writing process. Through these resources, we will assist in finding and facilitating any grants that could be beneficial to AVAS.

8. Provider shall share with AVAS revenues received for patient care and transport. For example, on AVAS completed runs with ALS coverage, AVAS would be paid the BLS rate and mileage, and the ALS provider would receive the balance of the ALS fee.

A provider that does not transport a patient to the destination cannot bill for any part of the service. AVAS shall bill for runs completed while a Medstar paramedic is in AVAS ambulance, as Medstar will be unable to bill for these services.

If Medstar and AVAS rendezvous and AVAS transfers patient care to a Medstar ambulance and that patient is transported all the way to the destination, Medstar will pay AVAS 15% of the revenue generated from the transport.

Please share examples of how you have partnered in the past with rural BLS providers similar to AVAS.

Through the years, Medstar has maintained continuous positive working relationships with all BLS providers within Mendocino County. We work closely with Redwood Valley-Calpella Fire Department for EMS trainings, providing them continuing education (CE) credits, and EMT skills recertification sign-offs.

We currently have an ALS equipped and staffed QRV stationed in Covelo. Our Covelo unit has responded to over 50 medical aids since late November of 2014.

Other BLS agencies with which we have had positive working relationships with:

- Little Lake Fire Protection District
- Brooktrails Fire Department
- Hopland Fire Protection District

We are certain that through a partnership between Anderson Valley Ambulance Service and Medstar, that together we can provide enhanced care, while keeping the service local.

Ukiah Ambulance has held a long-standing belief that medical services should not come at a great cost to those who need it most. I hope that together we can turn the focus back to patient care and the people who call upon us in their time of need.

Please contact me if more information is needed. I would be happy to answer any questions or concerns you may have.

Respectfully submitted,
Leonard Winter
Chief Executive Officer & President
(707) 462-3808
winter@medstarmendocino.org

June 1, 2015

Leonard Winter, Medstar/Ukiah Ambulance

Thank you for submitting a proposal for Advanced Life Support Enhancement Program that is dependent on Mendocino County's \$60,000 grant to the Anderson Valley Ambulance Service. Without this grant, the Anderson Valley Ambulance Service could not explore this opportunity. If the County of Mendocino cancels this grant for any reason, it will terminate the final signed agreement effective immediately.

We look forward to meeting you soon to discuss and codify in writing our terms for the grant:

1. We would like 8 hours a month of certified instructor training in Anderson Valley; the topics will be determined by our crew survey to be completed in the next two weeks.

There will be no charge for education provided to the AVAS staff during their regular trainings or while the EMTP is in Anderson Valley. Theresa Gowan, as well as Corey Bender, are both qualified instructors. Medstar/UAS is willing to send EMTP's as well as EMTB's for any skills sessions requested by AVAS.

2. We would like support, books and materials for an EMT class in Anderson Valley. We also would like facilitation and training so that RN's from the Anderson Valley Health Center can become paramedics.

Medstar will provide two (2) scholarships up to the amount of \$400 each for Anderson Valley residents who would like to take the EMT class. Support staff will also be available to help with the EMT class in Boonville.

3. We would like 36-48 hours of ALS overlay for weekends and large major events in Anderson Valley for the duration of the grant period, 6-12 months.

Anderson Valley will be provided with 2,243 hours of ALS service to use as they feel fit. They can use as few or as many as they would like.

4. We would like a line item proposed budget. Please bear in mind that we will be assigning 8-12% of the grant to pay for the accounting and record keeping required by the grant.

There is no charge for training.

Hourly fee for personnel are as follows:

- EMTB – 12 hour shift \$27.66
- EMTB – 24 hour shift \$20.37
- EMTP – 24 hour shift \$26.75 (this includes QRV, ALS supplies, equipment and the EMTP)

5. We would like help in writing and pursuing grants to extend this ALS program. Medstar has contracted with ECIVIS and will help to look for grants to continue this program after the current grant runs out.
6. We need assurances that we will be provided the necessary information and accounting to fulfill the County of Mendocino's grant report requirement. Medstar will provide any information that is needed for the county as well as help AVAS gather any that is needed.