

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and American Medical Response West with an address at P.O. Box 742464, Los Angeles, CA 90074-2464 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, this Agreement for blood draw processes is made and entered into to provide blood sample collection services as authorized by Government Code Section 31000 to the COUNTY OF SANTA BARBARA LAW ENFORCEMENT AGENCIES comprised of California Highway Patrol, Santa Barbara County Sheriff's Office, Santa Barbara Police Department, Santa Maria Police Department, Lompoc Police Department, California State Parks, California Department of Fish & Wildlife, and University of California, Santa Barbara Police Department hereinafter referred to as "LAW ENFORCEMENT AGENCIES".

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Joyce E. Dudley at phone number (805) 568-2308 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Thomas Wagner at phone number (805) 896-8368 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: County of Santa Barbara District Attorney
Attn: Michael Soderman
1112 Santa Barbara Street
Santa Barbara, CA 93101

To CONTRACTOR: American Medical Response
Attn: Dave Schierman
P.O. Box 742464
Los Angeles, CA 90074-2464

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on July 1, 2020 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required

to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this

Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** Either party may terminate this Agreement in whole or in part upon sixty (60) days written notice. During the sixty (60) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all COUNTY, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **American Medical Response West.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila da Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Bob Nelson
Bob Nelson
Chair, Board of Supervisors

Date: 1-26-21

RECOMMENDED FOR APPROVAL:

District Attorney

By: Joyce E. Dudley
Joyce E. Dudley
District Attorney

CONTRACTOR:

American Medical Response West

By: _____
Authorized Representative

Name: Thomas Wagner

Title: President, West Region

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: Victoria Parks Tuttle
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Deputy

APPROVED AS TO FORM:

Risk Management

By: Ray Anamatorio
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **American Medical Response West**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
~~Gregg Hart~~ *Bob Nelson*
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

District Attorney

By: _____
Joyce E. Dudley
District Attorney

CONTRACTOR:

American Medical Response West

By: _____
Sean Russell
Authorized Representative

Name: Sean Russell

Title: President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

1. **General Duties:** The parties wish to enter into this Agreement in order to establish the terms and conditions under which CONTRACTOR will procure blood samples from persons in custody at the request of LAW ENFORCEMENT AGENCIES. CONTRACTOR shall draw blood promptly and in a medically-approved manner on an as-needed basis.
2. **Definitions:**
 - a. "Draw blood" and "blood draw" are inter-changeable, and mean the procurement of blood samples from persons in custody in a reasonable and medically-approved manner pursuant to Section 1524(a)(13) of the California Penal Code.
 - b. "Blood draw warrant" means a warrant pursuant to Section 1524(a)(13) of the California Penal Code.
 - c. "Forcible non-consenting evidentiary blood draw" means any subject in custody who is refusing to give consent for an evidentiary blood sample for a driving under the influence investigation.
 - d. "Non-forcible consenting evidentiary blood draw" means any subject in custody who gives consent for an evidentiary blood sample for a driving under the influence investigation.
3. **Term:** CONTRACTOR shall begin providing blood draw services to LAW ENFORCEMENT AGENCIES effective July 1, 2020.
 - a. This Agreement shall continue unless cancelled in writing by either CONTRACTOR or COUNTY, except that the provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration set forth in Paragraph 31 (Survival) of the Agreement of Services of Independent Contractors.
 - b. The term of this Agreement shall be for the period of July 1, 2020 through June 30, 2021.
 - c. For the purpose of this Agreement, "fiscal year" shall mean the period commencing on July 1st and ending on June 30th of the following year.
4. **Scope:** Blood draws shall only be taken by CONTRACTOR personnel for forcible non-consenting evidentiary blood draws for driving under the influence investigations. No other blood draw requests shall be conducted under the scope of this Agreement.
 - a. CONTRACTOR shall draw blood from individuals only upon the written request of a law enforcement officer and confirmation of legal authority.
 - b. Forcible non-consenting evidentiary blood draws shall be obtained at the office of the requesting law enforcement agency, or at the Santa Barbara County Jail after the requesting law enforcement agency receives confirmation that a blood draw warrant has been authorized.

- c. If CONTRACTOR, in its sole judgement, determines the blood draw cannot be administered in a reasonable and medically approved manner pursuant to Section 1524(a)(13) of the California Penal Code, then such refusal to perform will not create further liability or be determined to be a default under this Agreement.
5. **Blood Draw Warrants:** If a subject refuses to provide consent and a blood draw warrant is required, CONTRACTOR will not be contacted until the requesting law enforcement agency receives confirmation that a blood draw warrant has been authorized.
 - a. A blood draw warrant shall serve as legal authorization for CONTRACTOR to perform forcible non- consenting evidentiary blood draws and non-forcible consenting evidentiary blood draws for driving under the influence investigations.
 - b. In the event that the requesting law enforcement agency receives confirmation that a blood draw warrant has been authorized, and the subject subsequently provides consent for CONTRACTOR to draw blood after initially refusing to provide consent, CONTRACTOR may perform the non-forcible consenting evidentiary blood draw.
6. **Compensation:**
 - a. In consideration of CONTRACTOR'S fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in "Exhibit B", attached hereto and incorporated by reference herein.
 - b. No travel or other expenses related to the blood draw process shall be reimbursed by COUNTY.
 - c. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of ninety thousand dollars (\$90,000.00) per fiscal year for professional services provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.
7. **Method of Payment:**
 - a. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Santa Barbara County Auditor-Controller, which indicates CONTRACTOR'S name, remittance address, billing contact information, Taxpayer Identification Number, Board Contract number, CONTRACTOR invoice number, itemized log of the services performed during the billing period (i.e. date and time of blood draw service, County of Santa Barbara Law Enforcement Agency case number or other unique identifier, name of the subject from whom the blood sample was obtained, name of County of Santa Barbara Law Enforcement Agency Official who requested the blood draw, name of the person(s) actually performing the services and the position(s) held by such person(s), and the approved rate), documented expenses for all court appearances and/or other approved expenditures, and the total amount for the monthly billing period.
 - i. For each court appearance, CONTRACTOR shall submit to COUNTY a report of all appearances, actual court time, and a copy of each subpoena.
 - ii. CONTRACTOR shall submit invoices, with itemized service log and copies of all completed Request for Blood Sample forms attached, once per month, by the fifteenth calendar day of the month for all services performed in the preceding month, to COUNTY via e-mail at DAaccountspayable@co.santa-barbara.ca.us.
 - iii. After review and approval as to form and content, COUNTY shall submit the

invoice to the County of Santa Barbara Auditor-Controller no later than thirty (30) calendar days following receipt.

- b. Payment for services rendered shall be remitted by COUNTY to CONTRACTOR at American Medical Response, P.O. Box 742464, Los Angeles, CA 90074-2464. CONTRACTOR shall notify COUNTY of any changes to the remittance address.
 - c. So that COUNTY may properly comply with its reporting obligations under federal and State laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to COUNTY upon request in a form satisfactory to the County of Santa Barbara Auditor-Controller. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.
8. **Qualifications:** All persons performing services under this Agreement must be qualified under the laws of the State of California as a Paramedic to draw blood from individuals pursuant to California Vehicle Code 23158(a).
- a. CONTRACTOR shall be responsible for ensuring that its employees or persons providing services on its behalf remain qualified and licensed at all times during the term of this Agreement.
 - b. CONTRACTOR shall immediately notify COUNTY if a CONTRACTOR employee's Paramedic licensure has been denied, revoked, suspended, or placed on probation by the EMS Authority pursuant to California Health & Safety Code Section 1798.200.
 - c. CONTRACTOR shall agree that if any of its employees or persons under Contract to it loses such license, said person shall be immediately disqualified from performing services under this Agreement until said license is restored.
 - d. CONTRACTOR shall ensure that its employees or persons providing services on its behalf under this Agreement shall draw blood in a reasonable and medically-approved manner.
9. **District Attorney's Training Program:** COUNTY may require persons providing services under this Agreement to attend such additional training as COUNTY deems necessary.
- a. COUNTY reserves the right at any time to immediately revoke its approval of such persons to perform services under this Agreement; such revocation of approval shall be promptly communicated by COUNTY to CONTRACTOR.
10. **Consenting/Non-Forcible Blood Draws:** LAW ENFORCEMENT AGENCIES shall utilize the first available localized hospital as the primary option for consenting or non-forcible evidentiary blood draws.
- a. In instances when it is not operationally feasible to transport in-custody individuals to the first available localized hospital for consenting or non-forcible evidentiary blood draws, a request for blood draw services shall be made to CONTRACTOR.
 - i. These requests must be approved by the appropriate authority within the requesting law enforcement agency.

- ii. The requesting law enforcement agency shall be responsible for all associated costs.
- iii. CONTRACTOR shall submit an invoice to the requesting law enforcement agency.

11. Requests for Services: Requests for blood draw services shall be made to CONTRACTOR via the County Communications Center. Requests shall be made by calling the County Communications Center at (805) 683-2724.

12. Response Time:

- a. CONTRACTOR shall respond to blood draw requests with a maximum response time of one (1) hour.
- b. If CONTRACTOR is unable to respond to a request for blood draw services, either CONTRACTOR or the County Communications Center shall notify the requesting law enforcement agency within twenty (20) minutes.
- c. For the purpose of this Agreement, response time shall begin when the request for service is assigned to CONTRACTOR by the County Communications Center. CONTRACTOR shall not be held responsible for calls lost, held up, or otherwise delayed in law enforcement dispatches.
- d. In the event that LAW ENFORCEMENT AGENCIES notify COUNTY that the response time has exceeded one (1) hour, CONTRACTOR shall be notified of the incident(s). CONTRACTOR shall then be obligated to provide a written response to COUNTY to verify that their response was timely. If CONTRACTOR does not provide a satisfactory response to COUNTY within two (2) weeks after notice, then COUNTY shall notify CONTRACTOR that payment will not be issued for the incident in question for which the response time exceeded one (1) hour. All notifications made by either LAW ENFORCEMENT or CONTRACTOR to COUNTY regarding response time shall be made to the COUNTY contact person and e-mail address listed in Section 24 of this Contract.

13. Court Appearances: In the event that court appearances are required, either at the request of COUNTY, Santa Barbara County Superior Court, or the defendant, then CONTRACTOR shall appear in court.

14. In-Custody Restraints: Any subject who is refusing to give permission for a blood sample must be adequately restrained to ensure the safety of the subject in custody, the law enforcement agency personnel present, and the CONTRACTOR's Paramedic(s).

15. Materials: The State of California Department of Justice Regional Crime Lab shall provide to CONTRACTOR all blood sample collection vials and evidence envelopes necessary to perform the blood draws. LAW ENFORCEMENT AGENCIES shall instruct the CONTRACTOR's Paramedic(s) on which vial(s) to use. CONTRACTOR shall provide all other materials necessary to perform the blood draws, and shall dispose of all associated biohazard waste.

16. **Chain of Custody:** Once the venous blood sample is obtained, the CONTRACTOR's Paramedic(s) shall give the sample over to the witnessing County of Santa Barbara Law Enforcement Official for processing.
17. **Blood Draw Request Form:** COUNTY shall prepare and/or approve the written forms to be used by LAW ENFORCEMENT AGENCIES for blood draw requests, and shall advise CONTRACTOR of the forms which are acceptable. The CONTRACTOR's Paramedic(s) shall complete a blood draw request form for each blood draw, which will contain all of the following information:
 - a. Date and time the sample was taken;
 - b. CONTRACTOR's trip number;
 - c. County of Santa Barbara Law Enforcement Agency log number or other unique identifying number;
 - d. Name and date of birth of the subject the sample was obtained from;
 - e. Requesting officer's name and signature; and
 - f. Alleged charges.
18. **Quality of Services:** All parties agree to maintain the utmost integrity in the provision of services and to carefully monitor the quality of services which they provide.
19. **Insurance:** CONTRACTOR shall, at its own cost and expense, maintain and keep in force, during the term of the Agreement, comprehensive broad form general liability and professional liability insurance against all claims and liability for personal injury, death or property damage arising from the services provided under this Agreement, with no special limitations affecting LAW ENFORCEMENT AGENCIES or COUNTY OF SANTA BARBARA.
 - a. The limit for all general liability coverages under this policy shall be no less than two million dollars (\$2,000,000) per occurrence.
 - b. The limit for all professional liability coverages under this policy shall be no less than three million dollars (\$3,000,000) per occurrence.
 - c. The policy shall be issued by an insurer admitted to do business in California, and shall name COUNTY OF SANTA BARBARA, LAW ENFORCEMENT AGENCIES, and their employees, agents, and officials as additional insureds.
20. **Confidentiality:** Confidential information is defined as all information disclosed to CONTRACTOR which relates to LAW ENFORCEMENT AGENCIES' or COUNTY'S past, present, and future activities, as well as activities under this Agreement.
 - a. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY.
 - b. Upon termination or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.
21. **Obligations Relating to Criminal Background Checks:**

- a. CONTRACTOR shall ensure that all employees that will provide services under this Agreement have submitted fingerprints to the State of California Emergency Medical Services Authority (EMSA) for the California Department of Justice (DOJ) criminal history check and Federal Bureau of Investigation (FBI) criminal history check as part of the application process for licensure as a Paramedic in the state of California as authorized by Health & Safety Code Section 1797.172.
- b. In the case of a CONTRACTOR employee hired or assigned to perform blood draw duties after the initial date of this Agreement, CONTRACTOR shall ensure that said employee has submitted to a LiveScan criminal record fingerprint check as outlined in paragraph (a) above.
 - i. The EMSA will receive the results of the criminal history check(s) electronically within seven to ten days of being fingerprinted in most cases. However, if manual processing is required, it may take longer to receive the results and in some rare cases it may take as long as 30 days or more.
- c. This LiveScan process shall be conducted at the expense of the employee prior to submitting the State of California Initial In-State Paramedic License Application to the EMSA.
 - i. Fingerprint fees for processing the criminal history check are established by DOJ and may be subject to change. The current nonrefundable fee for this process is \$49 (\$32 for the state and \$17 for the federal background checks) and is payable to the Department of Justice or to the Live Scan Agency doing the fingerprinting. The "rolling fee" for Live Scan fingerprinting, which is separate from the fee for processing the criminal history check(s), is paid directly to the agency conducting the Live Scan fingerprinting, and may vary by agency.
- d. If a CONTRACTOR employee has previously sustained or in the future sustains an arrest, conviction, or documented incident that would cause the prosecution to be obliged to divulge the incident to the defense as exculpatory material under *Brady vs. Maryland*, CONTRACTOR shall notify COUNTY immediately upon receiving notification from the EMSA.
- e. Notwithstanding anything to the contrary in (a) or (b), CONTRACTOR shall defend and indemnify LAW ENFORCEMENT AGENCIES and COUNTY, and their officers, agents, and employees from any and all claims, actions, settlements, or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this paragraph (21) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

EXHIBIT B

PAYMENT ARRANGEMENTS

1. For CONTRACTOR blood draw services to be rendered under the County of Santa Barbara Agreement between COUNTY and CONTRACTOR, COUNTY shall pay CONTRACTOR as funding allows under Section 1463.14 of the California Penal Code.
2. **Rates:** COUNTY shall compensate CONTRACTOR for the performance of duties pursuant to this Agreement at the all-inclusive flat rate of seventy-five dollars (\$75.00) per blood sample collection service episode, for a total contract amount not to exceed ninety thousand dollars (\$90,000.00) for the term of the Agreement, July 1, 2020 through June 30, 2021.
 - a. The total not-to-exceed contract amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered.
 - b. CONTRACTOR's flat rate shall be inclusive of all labor, equipment, and materials necessary to perform the requested contract service.
 - c. For the purposes of this Agreement, a "blood sample collection service episode" shall mean responding to a request by any of the LAW ENFORCEMENT AGENCIES set forth in "Exhibit A" for the purpose of taking a blood sample (i.e. taking one or more vials, syringes, or tubes of blood from a single suspect), and includes all necessary documentation and reports associated with taking such a sample as required under this Agreement or as otherwise required by law.
 - d. CONTRACTOR shall not charge COUNTY for cancelled requests.
3. **Court Appearances:** COUNTY shall reimburse CONTRACTOR for mileage related to attending court and testifying regarding activities performed under this Agreement when required by a subpoena.
 - a. Mileage shall be reimbursed in accordance with the County of Santa Barbara's current mileage reimbursement rates as set forth by the Auditor-Controller's Office.

<u>SERVICES</u>	<u>RATES</u>
Blood Draw*	\$75 per blood sample collection service episode
Court Appearances	Eligible for mileage reimbursement per IRS approved rates

* CONTRACTOR shall not charge COUNTY for canceled requests

Exhibit C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR's profession, with limit of no less than \$3,000,000 per occurrence or claim.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured:** COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights:** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers:** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage:** CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement.
8. **Failure to Procure Coverage:** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors:** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances: COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.