

CONTRACT FOR SPECIAL SERVICES

By: Wendy Deig
Deputy

(Ambulance Services – CSA#3)

This CONTRACT is entered into on February 1, 2023, by and between **County Service Area #3**, formed under the laws of California, hereinafter referred to as "**CSA#3**," and **MT. SHASTA AMBULANCE SERVICE, INC.** a California corporation, hereinafter referred to as "**Contractor**."

WITNESSETH:

WHEREAS, on February 9, 1981, the residents of Siskiyou County Service Area #3 (CSA#3) passed a special tax to be levied on each parcel of taxable land within CSA#3, which special tax was for the purpose of providing ambulance services to said CSA#3; and

WHEREAS, CSA#3 has need for special services to provide ambulance services for CSA#3 residents;

WHEREAS, Contractor is specially trained, licensed, experienced, and competent to perform such services and in fact has performed such services since the passage of the aforementioned special tax, and

WHEREAS, CSA#3 wishes to contract with Contractor in the providing of ambulance services to CSA#3 as further described below,

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Services:** Contractor agrees to do all the work and furnish all the materials and equipment necessary to perform ambulance service within CSA#3 in a workmanlike manner, to the satisfaction of the Board of Directors of CSA#3.
2. **Compensation:** For services lawfully, satisfactorily, and faithfully performed pursuant to this contract, CSA#3 shall pay Contractor an amount not to exceed Seventy Five Thousand and 00/100 Dollars (\$75,000) per year paid in twelve equal monthly installments in an amount not to exceed Six Thousand Two Hundred Fifty dollars (\$6,250). Said sum includes any loss or damage arising out of the nature of the work, or from the action of the elements, or for any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the services contemplated by this contract and for all risks of every description connected with the services to be provided herein and for all expenses incurred by, or in consequence of, the suspension or discontinuance of work.
3. The Contractor shall not be eligible for additional CSA#3 funds to procure equipment or offset any other business expense, except to restock replacement items as authorized by the CSA#3 Board of Directors.
4. **Term of Contract:** The term of this contract shall commence February 1, 2023, and continue through February 28 2025. The Parties may renew the agreement upon written mutual agreement of the parties for one (1) additional 2-year period upon ninety (90) days prior written notice.
5. **Revenue:** Contractor shall retain all revenues billed by them for their services rendered to private patients, institutions, and to other governmental entities for services under any separate contract. Contractor's fee schedule charged to private patients is set forth on Exhibit A attached hereto and incorporated by reference.
6. **Operations Base and Area of Service:** Contractor shall base its business operation in such

geographic location that a response time, as determined by Local Emergency Medical Service Agency (LEMSA) policy, in the communities of Mt. Shasta, Dunsmuir, McCloud, Weed, Hammond Ranch and Lake Shastina.

The area to be served pursuant to this contract is shown on the map attached hereto as Exhibit B.

7. Equipment: Contractor shall provide at least two (2) emergency medical vehicles consisting of one (1) primary response and one (1) secondary response vehicle for use in the service areas.

It shall be the responsibility of Contractor to ensure all vehicles and equipment utilized by contractor while providing services under this contract are in compliance with all applicable California laws and regulations, including, but not limited to, the California Code of Regulations. Said vehicle and equipment must meet or exceed California Highway Patrol specifications for ambulance vehicles.

In addition to meeting the specifications set forth in the California Code of Regulations (Exhibit C), Contractor agrees to :

- a. Ensure that a designated representative of the Contractor is available to serve in a liaison capacity with the advisory committee for County Service Area #3.
- b. Make books and other pertinent records available to CSA#3 within thirty (30) days of receipt of written notice from the County Auditor or her designated representative. Such request shall be limited to the provision of services and obligations of contractor under this contract.

7. Personnel: Contractor shall provide at least one (1) trained and certified emergency medical technician and one (1) trained and certified paramedic to respond in each emergency medical vehicle utilized as a primary or secondary response vehicle. Contractor shall provide sufficient permanent, on-duty staff to operate at least two (2) primary emergency medical vehicles 24 hours a day 365 days a year. Staffing of secondary vehicles can be arranged on a part-time basis with volunteers or part-time personnel. The emergency medical vehicle shall be on a ready-to-roll status at all times. The secondary emergency medical vehicle shall be ready to respond with its credit within five (5) minutes after a response by the primary vehicle.

8. Insurance: Contractor shall obtain and maintain for the duration of this contract and any extension thereto insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the services hereunder by Contractor, his agents, representatives or employees. Such coverage shall include:

- a. General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is issued, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One Million Dollars (\$1,000,000) combined single *limit* per accident for bodily injury and property damage.
- c. Workers Compensation and Employers Liability as required by the Labor Code of the State of California.

d.
(\$1,000,000).

Professional Liability in an amount of at least One Million Dollars

The general liability and automobile liability coverage shall be endorsed to contain the following provision:

The CSA#3, its officers, officials, and employees are to be covered as insured under the policy. The Contractor's insurance coverage shall be primary insurance as respect to the CSA#3, its officers, officials and employees. Any insurance or self-insurance maintained by the CSA#3, its officers, officials, or employees shall be in excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' written notice has been given to the CSA #3 .

Insurance is to be placed with insurers authorized to business in the State of California and which possesses at least a Best A:X rating or be with a company acceptable to CSA#3. Prior to commencing services pursuant to this Contract, Contractor shall furnish County with certificates of insurance and endorsements evidencing coverage required by this contract. CSA#3 reserves the right to require complete, certified copies of all required policies at any time.

Failure to keep the aforesaid insurance coverage in force shall render this contract null and void.

10. Employment Status: Contractor shall, during the entire term of this Contract, be construed as an independent contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow CSA#3 to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided, always however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that his personnel are not and will not be, eligible for membership in, or any benefits from, any CSA#3 group plan for hospital, surgical or medical insurance, or for membership in any CSA#3 retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

11. Termination of Contract

a. For Cause: If any of the provisions of this contract are violated by Contractor, the County Administrator shall notify Contractor of said violation in writing. If Contractor shall fail to correct said violation within five (5) working days after receiving said written notice, the Board of Directors of CSA#3 shall have the right to suspend the operation of this contract until such violation has been corrected. If said violation is not corrected within twenty (20) days following the suspension of the operation of this contract, CSA#3 may terminate the contract without further notice to Contractor. The decision of the Board of Directors of CSA#3 as to the existence of a violation shall be final.

b. Non-Appropriation of Funds: If the governing board of CSA#3 does not

have sufficient funds, or if funds to operate pursuant to this contract are exhausted, or if the governing board of CSA#3 for a bona fide reason chooses not to appropriate sufficient funds to operate any year after the first year of this contract, CSA#3 may terminate the contract without further obligation to Contractor. Notice of such action shall be given to Contractor as soon as possible.

12. Covenant: This Contract has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Siskiyou County and that County shall be the County for venue in any action or proceeding that may be brought or arise in connection with this Contract.
13. Entire Agreement: This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
14. Non-Assignment of Contract: Inasmuch as this Contract is intended to secure the specialized services of Contractor, no interest herein may be assigned, transferred, or delegated without the CSA#3 prior written consent and any such assignment, transfer, or delegation without prior written CSA#3 approval shall, in CSA#3 discretion, be considered null and void.
15. Indemnification: Contractor shall defend, indemnify, and save harmless CSA#3 and the County of Siskiyou, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission on the part of the Contractor or its agents or employees or other independent contractors directly responsible to it; except those claims resulting solely from the negligence or willful misconduct of CSA#3 and or the County of Siskiyou and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
16. Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CSA#3 or the County of Siskiyou for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of CSA#3 or the County of Siskiyou.
17. Mutual Aid Agreements: Nothing in this contract shall be construed as prohibiting Contractor from meeting its obligations of any mutual aid agreement to which it is a party.
18. Notice: Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class Mail to:

County (CSA#3): Siskiyou County Administrator

1312 Fairlane Road, Suite 1
Yreka, CA 96097

Contractor:

Mt. Shasta Ambulance Service, Inc.
Post Office Box 1030
Mount Shasta, CA 96067

ATTEST:
LAURA BYNUM
County Clerk & Ex-Officio
Clerk of the Board

By: Wendy Deje
Deputy

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IN WITNESS WHEREOF, County (CSA#3) and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 4/18/2023

Ed Valenzuela
Ed Valenzuela
Board of Supervisors
County of Siskiyou

State of California ATTEST:

Laura Bynum,
Clerk, Board of Supervisors

By: See previous page
Deputy

CONTRACTOR: Mt Shasta Ambulance

Date: 4-14-23

E.J. Bann PRES
[Contractor Signatory Name and Designate
official capacity in the business]

Date: 4-14-2023

Bethina Bann SEC.
[Contractor Signatory Name and Designate
official capacity in the business]

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:			
Fund	Organization	Account	Activity Code (if applicable)
2504	402040	723000	_____

Encumbrance number (if applicable): _____
If not to exceed, include amount not to exceed: \$75,000.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

FY 22/23 = \$75,000.00
FY 23/24 = \$75,000.00
NTE amount of \$150,000.00

EXHIBIT A
FEE SCHEDULE

Mt. Shasta Ambulance Service, Inc.

RATE SCHEDULE

Rates effective date February 01, 2023

ALS BASE RATE S (Specialty Care Transport)	\$ 2300.00
ALS BASE RATE 2	\$ 2100.00
ALS BASE RATE 1	\$ 1885.00
BLS EMERGENCY	\$ 1500.00
BLS NON-EMERGENCY	\$ 1375.00
RESPONSE FEE	\$ 1375.00
MILEAGE	\$ 29.50
EKG	\$ 125.00
NIGHT	\$ 125.00
STAND-BY PER 15 MINUTES	\$ 125.00
OXYGEN	\$ 125.00
OXYGEN SUPPLIES	\$ 75.00
EXTRA ATIENDENT PER HOUR	\$ 125.00

The above rates have not been approved by the board of directors of service area #3 and are comparable to fees charged by other services operating in Siskiyou and Shasta counties.

We accept assignment of allowed Medi-Cal and Medicare charges.

Po Box 1030
Mt. Shasta, CA 96067 530-926-
2665 Phone
530-926-5001 Fax

Exhibit B

MAP OF CSA#3

