



**INDEPENDENT CONTRACTOR
CONTINUATION OF SERVICES AGREEMENT
Mt. View Whisman School District**

This service agreement is between “Client” **Mt. View Whisman School District** and “Contractor” **HES-HeartReady**, for a term of four (4) years, plus the option of a 4-year extension. This agreement will begin **October 1, 2019**, and end on **September 30, 2023**.

SERVICES/SCOPE OF WORK: Contractor shall provide the following professional services:

Annual Site Inspection

- Yearly verification of AEDs’ readiness for deployment
- Replacement of pads and batteries prior to expiration
- Yearly service of AED cabinets and batteries
- Signage

AEDReady System

- Manage and train elected inspectors/site coordinators on the online system
- Track AEDs and accessories including supplies, expiration dates, site inspectors.
- Notification and follow-up for quarterly inspections

Post-AED Usage Support

- Supply loaner (free) and AED replacement parts and accessories (15% discount)
- Download event summary and provide to Client, admitting physician and/or Primary care physician, as requested
- Complete and submit required usage reports to Santa Clara County Emergency Medical Services Agency
- Debriefing session with responders

Consulting

- Respond to equipment and program issues via phone and/or site visit
- Resource for all of your emergency response training needs
- Tracking of additional emergency assets, such as Fire Extinguishers, emergency response backpacks/kits/supplies for an additional fee to be determined.

Training: Emergency Response training as requested.

AED Orientation - \$425, 1-hour includes lecture presentation, program overview, demonstrations and hands-on practice. Maximum number of students - 150.

Advanced Bleeding Control – Instructor-led training, 1.5 hours, \$720, 12 students: includes lecture presentation, demonstrations, supplies and hands-on practice with tourniquets for the immediate management of severe external bleeding. (Can be added to CPR/AED/First Aid and will be discounted to \$50/per person.)

ASHI Adult/Child CPR/AED/First Aid* – Instructor-led training – 6 hours: Minimum guarantee - 12 students – \$105/per person, includes instruction, equipment, disposables, and ASHI 2-year certification, digital cards and e-books.

ASHI Adult/Child CPR/AED* – Instructor-led training – 2.5-3 hours: Minimum Guarantee 12 students - \$65 per person, includes instruction, equipment, disposables and ASHI 2-year certification, e-cards and e-books.

ASHI Adult/Child First Aid only* – Instructor-led training – 3 hours: Minimum guarantee 12 students - \$65 per person, includes instruction, equipment, disposables, and ASHI 2-year certification, e-cards and e-books.

Fire Extinguisher Simulation Training with Bullex System – 2 hours: \$1,125, flat rate. Maximum number of students - 35. Course includes lecture, simulation equipment, scenarios and hands-on skills training.

Active Shooter/Violent Intruder – Customized 4-hour course - \$3,750 flat rate; maximum number of students – 35. Presented by seasoned law enforcement field officers. Includes lecture, scenarios, discussion, and exercises.

Tabletop Exercises on specific topics related to your Emergency Action Plan, 2-hours, includes facilitator, scribe, customized scenarios, exercises. Maximum 12 students - \$1,500. Revisions to Emergency Action Plan thereafter, \$120/hour, includes digital updated copy of revised plan.

Evacuation – Full-scale Evacuation Drill and practice, 1.5 hours includes critique and after-action debriefing. Pricing per bid.

The above-referenced training rates are guaranteed for 2 years.

*Blended training may also be available.

Site Coordinator(s) agrees to perform quarterly inspections and notify Contractor immediately of any irregularities or concerns. Client agrees to review and update site personnel contact info annually.

For AEDs added subsequent to initial purchase/installations, Site Inspectors may be required to install replacement parts (such as pads and batteries) that are not on the annual inspection schedule. After parts are replaced, Inspectors must confirm installation with Contractor so database may be updated. As an alternative, the Contractor can install those replacement parts for an additional fee.

Site Coordinator agrees to immediately inform Contractor of any AED usages in order to complete the required Santa Clara County usage form.

SCHEDULE OF SERVICES: AEDs - 15

YEAR 1 – October 1, 2019-September 30, 2020

YEAR 2 – October 1, 2020-September 30, 2021

YEAR 3 – October 1, 2021-September 30, 2022

YEAR 4 – October 1, 2022-September 30, 2023

LOCATION: Work shall be performed as required at each specific site/location of AEDs.

COMPENSATION: Client will be invoiced upon receipt of signed agreement and annually thereafter for the base continuation fee. There will be additional invoices after installation of expired supplies/replacement parts or additional

requested services or usages. Client agrees to pay Contractor for services and supplies within 30 days after receipt of invoice.

HES-HeartReady is pleased to offer a discounted rate to prior Santa Clara County/Racing Hearts grant recipients for the continuation of AED compliance services:

- AEDREADY software tracking and annual onsite inspections: \$156 per AED device/per year
- Additional site visit requests: \$89 minimum charge per site
- Training of new inspectors/site coordinators to online portal system - included
- Above-referenced fees Include one free post-use activity per total program each year; thereafter, \$125 for any additional post-use events
- AED accessories: Pads and batteries receive a 15% discount off current list price (Philips AED's only)
- Additional defibrillators may be purchased at the discounted rate of 20% off manufacturer's list price (Philips AED's only – Current list - \$1,952 – discounted rate \$1,561.60, plus accessories). A 50% deposit will be required on the purchase of new AEDs.

Additional fees may apply in the event of specific requests for Emergency Response training and education courses.

Payment shall be made within 30 days after submission of a detailed invoice indicating agreed upon services and required supplies.

TERMINATION: The terms of this agreement shall commence on **October 1, 2019**. The parties may terminate this Agreement with 30 days written notice for any reason at any time. In the event of notification of termination, the Contractor shall invoice the Client for any unpaid work performed and expenses incurred prior and up to the date of termination. Upon termination of this agreement, the Contractor will promptly return to Client or delete all items/info containing confidential information.

INSURANCE: Contractor carries both Professional Liability and Commercial Liability Insurance in the amount of \$2M each per occurrence. All HES-HeartReady

AED Inspectors have clean driving records and personal vehicles are covered with Automobile Liability Insurance.

TAXES: Independent Contractor is responsible for payment of any and all federal and state taxes incurred under this Agreement. Additionally, Independent Contractor agrees to hold Client harmless from any liability while engaged in performing services.

COMPLIANCE: Both parties agree to comply with any and all applicable Federal, State and local laws pertaining to services under this Agreement, such as inspection, training and maintenance of Automated External Defibrillators. The Contractor will notify Client of any changes in law affecting their possession of AEDs.

CONFIDENTIALITY: The Contractor agrees to hold in confidence and not disclose any confidential information related to its work for Client except within the scope of this engagement; provided, that the foregoing restriction shall not apply to information that is or becomes readily publicly available without restriction through no fault of the Contractor.

ARBITRATION: Any disputes arising from or relating to the enforcement or interpretation of this Agreement (including disputes relating to performance or alleged breach) will be resolved in confidential binding arbitration held in San Jose, CA before and in accordance with JAMS Mediation, Arbitration and ADR Services using JAMS rules for commercial arbitrations.

Mt. View Whisman School District by:

Mr. Ayinde Rudolph, Superintendent

Contractor: **HES-HeartReady**, by

Julianne Brawner, Partner

Address: 1000 Varian Street, Suite A, San Carlos, CA 94070

Phone: 650-321-6500 x 4

Tax ID# 30-0931445

**Mt. View Whisman School District
EXHIBIT A**

Contact: Jennifer Thornton, RN
Total Number of AEDs: 15

Estimated Program Costs:

Annual Inspection and AEDReady Database management system:	
2 Years x \$156/yr x 15 AED units =	\$2,340*/yr
2 Years x \$164/yr x 15 AED units =	\$2,460*/yr.
Philips FRx Pads 2019/20 List \$56 each – (2-year expiration)	
discounted to \$47.60 x 30 pads =	\$1,428*
Pads thereafter - 15% off list x 30 pads - TBD	
Philips FRx Batteries Current 2019 List: \$169 each – (4-year expiration)	
discounted 15% x 15 batteries - TBD	
Training of Site Inspectors	N/C

*Years 1 & 2, above-stated prices honored

*Years 3 & 4, supply replacement costs will be discounted 15% off list.

*All supplies, plus tax and shipping