

EXHIBIT D

MEMORANDUM OF UNDERSTANDING BETWEEN SAN MATEO COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES DIVISION AND STARVISTA (COUNTY VEHICLE USE AGREEMENT)

This County Vehicle Use Agreement (“Use Agreement”) is entered into between San Mateo County Behavioral Health and Recovery Services (“BHRS”) and StarVista for the sole purpose of execution of the Community Wellness and Crisis Response Team (“CWCRT”) services contract (Exhibit A.4.5 to Resolution Number 078365), entered into by the parties and approved by the San Mateo County Board of Supervisors on August 3, 2021.

Term and Termination of the Use Agreement

This Use Agreement will be for the term of the CWCRT two-year pilot program. This Use Agreement is only applicable to the CWCRT pilot program. Should the CWCRT pilot program terminate before expiration of the two-year term, this Use Agreement will also terminate prior to the end of the two-year term. Such early termination will be concurrent with the CWCRT pilot program early termination.

County reserves its right to revoke this Use Agreement, in whole or in part, should Contractor or Contractor’s employees be found to be in breach of any of the terms of the Use Agreement.

Party Responsibilities

StarVista agrees:

- Star Vista will obtain a copy of the California Driver’s License of each clinician allowed to drive the County vehicle (“StarVista Clinicians”) and will also put said copy on file with the County of San Mateo.
- Contractor will provide to BHRS a list of all StarVista Clinicians who will be driving a County vehicle. It is the responsibility of Contractor to keep this list up to date, and such updates must occur within five (5) days of any change.
- Only StarVista clinicians assigned to a police department under this program may drive the County vehicles, subject to exceptions granted by the County on a case by case basis
- The StarVista Clinicians driver rules:
 - Obey all traffic laws, ordinances and regulations pertaining to operating a motor vehicle, including operating the County vehicle within the speed limit at all times
 - Be courteous to other drivers.
 - Monitor electric charge, gas, tire pressure and fluid levels
 - Report any damage or problems to assigned County vehicle immediately.

- Report changes to driver privileges, such as driver's license suspension, immediately.
- Always lock County vehicle.
- Bring county vehicle to scheduled maintenance appointments at the DPW yard [insert exact address].
- Do not drive while intoxicated, fatigued, or on medication that affects driving ability.
- Do not smoke in County vehicle.
- Do not use a phone or text while driving.
- Do not allow unauthorized drivers to use the County vehicle unless required by emergency.
- Accident procedures: In case of an accident, contact County Risk management (650-363-4343) immediately. Follow legal guidelines for exchanging information with other drivers and report the accident to local police if required. Do not guarantee payment or accept responsibility without County authorization. Complete an incident report.
- County vehicle will be parked at the applicable Police Departments over night or when not in use.
- When County vehicle must be charged, it will be parked at the public parking lot adjacent to the Police Department and charged only during shift time, and in accordance with charging station limitations.
- The County vehicle will be driven only by those permitted under this contract
- The County vehicle may be used only for work-related purposes. Specifically, it may be driven to field sites during a crisis call, to the gas station, to the previously noted charging station. Appropriate lunch breaks are permitted (restaurant, park), but no other personal errands may be executed using a County vehicle
- Contractor agrees to take County vehicles to DPW yard for scheduled maintenance
- All other protocols for care of car will be followed
- Parking tickets, speeding tickets, and all fines and expenses for any infraction are the responsibility of contractor; failure to pay will result in revocation of County vehicles
- The County vehicles are the sole property of the County of San Mateo
- Any person driving the County vehicle will be subject to all applicable terms of this contract
- Contractor is responsible for all operating expenses related to use of the County vehicles

BHRS responsibilities:

- Ensure the County vehicles are safe before assigning them.
- Scheduling regular maintenance and advising Contractor of said schedule.
- Providing car insurance.
- All maintenance and repair expenses

Relationship of Parties

Contractor agrees and understands that the work/services performed under this Use Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

Hold Harmless

General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Use Agreement, the performance of any work or services required of Contractor under this Use Agreement, or payments made pursuant to this Use Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Assignability and Subcontracting

Contractor shall not assign this Use Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Use Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Use Agreement without penalty or advance notice.

Insurance

a. General Requirements

Contractor shall not commence work under this Use Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and

to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Use Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Use Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Use Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Use Agreement.

c. Liability Insurance

Contractor shall maintain during the term of this Use Agreement such bodily injury liability and property damage liability insurance as required pursuant to Resolution Number 078365 between Star Vista and BHRS. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Use Agreement to the contrary, immediately declare a material breach of this Use Agreement and suspend all further work pursuant to this Use Agreement.

Signature Page to Follow

This MOU shall be effective when signed by the County and StarVista authorized officials or their designees.

COUNTY OF SAN MATEO:

By: **Scott M
Gilman**  Digitally signed by Scott
M Gilman
Date: 2021.10.12
16:17:37 -07'00'

*Scott Gilman, Director
Behavioral Health & Recovery Services*

Date: _____

STARVISTA

By: **Sara Larios
Mitchell**  Digitally signed by Sara
Larios Mitchell
Date: 2021.10.08
10:55:06 -07'00'

Date: _____