



**WHEREAS**, Parties have a vested interest in the EMS system and impact of the ECNS, and;

**WHEREAS**, ICEMA desires to provide one-time funds to CONFIRE for the purpose of supporting the ECNS, and;

**WHEREAS**, Parties understand that funding ECNS is not the responsibility of San Bernardino County or ICEMA, and;

**WHEREAS**, Parties believe the beneficiaries of ECNS include but are not limited to cities, towns, hospitals, health care systems, unincorporated areas, commercial payors, and community members, and;

**WHEREAS**, ICEMA desires to receive outcome data regarding the impact of the ECNS, and;

**WHEREAS**, ICEMA desires CONFIRE to report a plan for continued financial self-sustainment of the ECNS, and;

**NOW, THEREFORE**, in consideration of the recitals and the mutual obligations of the Parties as expressed herein, both ICEMA and CONFIRE mutually agree to the following terms and conditions:

**A. SCOPE**

**A.1** It is the intent of the Parties to establish guidelines and requirements for the disbursement and receipt of funds related to support of the ECNS.

**B. CONFIRE RESPONSIBILITIES**

**B.1** By July 31, 2025, CONFIRE shall provide ICEMA a report which includes:

- A financial sustainment plan, which outlines sustainable revenue streams to fully fund the ECNS. This plan should broadly outline revenues and expenditures from actual FY24, FY25 and projected FY26 budgets. The plan should specifically highlight one-time revenue sources and plans to fully fund the ECNS.
- Monthly ECNS outcome data, which best describes the impact of the ECNS on the overall EMS system. This should include call volume data of: total 911 calls, calls referred to the ECNS, calls successfully resolved by ECNS, and calls referred back into the 911 system. This outcome data should clearly outline the volume of calls the ECNS receives as compared to total 911 medical calls of the system and the resolution rate of such calls. Monthly data from July 1, 2024 through June 30, 2025 should be included in the report and continue to be provided for the previous month's data each month thereafter.
- System obstacles which have adverse effects on the effectiveness of the ECNS, specifically non-ambulance transportation solutions of patients requiring medical care from calls resolved via the ECNS. Solutions to resolve these obstacles should be included in the report.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

CONFIRE agrees any alterations, variations, modifications, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the person(s) authorized to do so on behalf of CONFIRE and ICEMA.

**C.3 Contract Assignability**

Without the prior written consent of the ICEMA, the CONTRACT is not assignable by CONFIRE either in whole or in part.

**C.4 Reserved**

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Reserved.**

**C.7 Change of Address**

CONFIRE shall notify ICEMA in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This CONTRACT shall be governed by and construed according to the laws of the State of California.

**C. 9 Reserved.**

**C.10 Confidentiality**

The Parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this CONTRACT or that become effective during the term of this CONTRACT, including, but not limited to, facility and professional licensing, and or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

**C.11 Primary Point of Contact**

CONFIRE will designate an individual to serve as the primary point of contact for the CONTRACT. CONFIRE or designee must respond to ICEMA inquiries within two (2) business days. CONFIRE shall not change the primary contact without written acknowledgment to the ICEMA. CONFIRE will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 ICEMA Representative**

The EMS Administrator or his/her designee shall represent the ICEMA in all matters pertaining to the services to be rendered under this CONTRACT, including termination and assignment of this CONTRACT, and shall be the final authority in all matters pertaining to the Services/Scope of Work by CONFIRE. If this CONTRACT was initially approved by the ICEMA Board of Directors, then the Board of Directors must approve all amendments to this CONTRACT.

**C.13 Reserved.**

**C. 14 Debarment and Suspension**

CONFIRE certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). CONFIRE further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Reserved.**

**C.16 Duration of Terms**

This CONTRACT, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this CONTRACT.

**C.17 Employment Discrimination**

During the term of the CONTRACT, CONFIRE shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONFIRE shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and ICEMA laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18** ICEMA requires CONFIRE to use recycled paper for any printed or photocopied material created as a result of this Contract. CONFIRE is also required to use both sides of paper sheets for reports submitted to the ICEMA whenever practicable.

**C.19 Improper Influence**

CONFIRE shall make all reasonable efforts to ensure that no ICEMA officer or employee, whose position in the ICEMA enables him/her to influence any award of the CONTRACT or any competing offer, shall have any direct or indirect financial interest resulting from the award of the CONTRACT or shall have any relationship to CONFIRE or officer or employee of CONFIRE.

**C.20 Improper Consideration**

CONFIRE shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the ICEMA in an attempt to secure favorable treatment regarding this Contract.

ICEMA, by written notice, may immediately terminate this CONTRACT if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a CONTRACT has been awarded.

CONFIRE shall immediately report any attempt by a ICEMA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONFIRE. The report shall be made to the supervisor or manager charged with supervision of the employee or the ICEMA Administrative Office. In the event of a termination under this provision, the ICEMA is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the either Party breaches this CONTRACT, or in the event of any other dispute, claim, question or disagreement arising from or relating to this CONTRACT, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the CONTRACT shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this CONTRACT are specifically made severable. If a provision of the CONTRACT is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

CONFIRE shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, ICEMA, and municipal laws, ordinances, rules and regulations. The CONFIRE shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. CONFIRE will notify ICEMA immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, ICEMA determines that CONFIRE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this CONTRACT may be immediately terminated. If this CONTRACT is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this CONTRACT mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

**C.26 Reserved.**

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Reserved.**

**C.29 Reserved.**

**C.30 Reserved.**

**C.31 Records**

CONFIRE shall maintain all records and books pertaining to the ECNS under this CONTRACT and demonstrate accountability for CONTRACT performance. All records shall be complete and current and comply with all CONTRACT requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the CONFIRE’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this CONTRACT shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this CONTRACT shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the CONTRACT or CONFIRE's relationship with ICEMA may be made or used without prior written approval of the ICEMA.

**C.34 Representation of the County**

In the performance of this CONTRACT, CONFIRE, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this CONTRACT by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this CONTRACT thereafter.

**C.36 Subcontracting**

CONFIRE agrees not to enter into any subcontracting agreements for work contemplated under the CONTRACT without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as CONFIRE. CONFIRE shall be fully responsible for the performance and payments of any subcontractor's contract.

**C. 37 Reserved**

**C.38 Termination for Convenience**

The ICEMA reserves the right to terminate the CONTRACT, for its convenience, with or without cause, with a ninety (90) day written notice of termination. Such termination may include all or part of the funding described herein in Section(s) E and F of this CONTRACT.

**C.39 Time of the Essence**

Time is of the essence in performance of this CONTRACT and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this CONTRACT was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this CONTRACT will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this CONTRACT is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

CONFIRE shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CONFIRE shall make a reasonable effort to prevent employees, CONFIRE, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA, and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit the employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former ICEMA Administrative Officials**

CONFIRE agrees to provide, or has already provided information on former ICEMA administrative officials (as defined below) who are employed by or represent CONFIRE. The information provided includes a list of former ICEMA administrative officials who terminated ICEMA employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONFIRE. For purposes of this provision, "ICEMA administrative official" is defined as a member of the Board of Supervisors or such officer's staff, ICEMA Executive Officer or member of such officer's staff, ICEMA department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The ICEMA reserves the right to request the information described herein from CONFIRE. Failure to provide the information may result in a termination of the Contract. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. CONFIRE also may be requested to provide information to clarify initial responses. Negative information discovered may result in CONTRACT termination.

CONFIRE is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, CONFIRE will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, CONFIRE is required to disclose whether the firm or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, CONFIRE will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" include any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.44 Reserved.**

**C.45 Reserved.**

**C.46 Reserved.**

**C.47 Successors And Assigns**

This CONTRACT shall be binding upon ICEMA and CONFIRE and their respective successors and assigns. Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by CONFIRE without the prior written consent and approval of ICEMA.

**C.48 California Consumer Privacy Act**

To the extent applicable, if CONFIRE is a business that collects the personal information of a consumer(s) in performing services pursuant to this Contract, CONFIRE must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.).

For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. CONFIRE must contact the ICEMA immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of ICEMA, including but not limited to, providing a list of disclosures or deleting personal information. CONFIRE must not sell, market or otherwise disclose personal information of a consumer provided by ICEMA unless specifically authorized pursuant to terms of this Contract. CONFIRE must immediately provide to ICEMA any notice provided by a consumer to CONFIRE pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. CONFIRE must immediately notify ICEMA if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**C. 49 Executive Order N-6-22 Russia Sanctions**

\*Applicable only to contracts that are state funded\*On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that CONFIRE is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. CONFIRE shall be provided advance written notice of such termination, allowing CONFIRE at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of ICEMA.

**C.50 Reserved.**

**D. TERM OF CONTRACT**

The term of the CONTRACT shall commence when executed by the Parties and continue in effect until December 31, 2026. Notwithstanding the foregoing, either party may terminate this CONTRACT, at any time, upon ninety (90) days written notice to the other Party.

In the event that CONFIRE is temporarily unable to meet the terms of this CONTRACT, CONFIRE shall promptly notify ICEMA. In the event that ICEMA is unable to meet the terms of this CONTRACT, ICEMA’s EMS Administrator shall promptly notify CONFIRE.

**E. ICEMA RESPONSIBILITIES**

**E.1** Compensate CONFIRE per the provision outlined in Section F, Fiscal Provisions.

**E.2** ICEMA shall develop and maintain professional relationships and open communication lines with CONFIRE.

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under this CONTRACT shall not exceed \$850,000.00. The consideration to be paid to CONFIRE, as provided herein.

**F.2** Payments to CONFIRE shall be made in two installments of \$425,000 each. The first installment will be made within sixty (60) days after CONFIRE satisfies the reporting deliverables of this CONTRACT, outlined in Section B. The second installment will be made by February 1, 2026, if CONFIRE has satisfied the reporting deliverable required for the first installment and each month thereafter through January 1, 2026. The second installment is contingent upon the ICEMA EMS

Administrator's, or designee's, approval of CONFIRE's report as it relates to the sustainability and effectiveness of the ECNS..

- F.3** Funds made available under this CONTRACT shall not supplant any federal, state or any governmental funds intended for services of the same nature as this CONTRACT. CONFIRE shall not claim reimbursement or accept payment from ICEMA for, or apply sums received from ICEMA with respect to, that portion of its obligations which have been paid by another source of revenue. CONFIRE agrees that it will not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of ICEMA.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

The CONFIRE agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless ICEMA and/or the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this CONTRACT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by ICEMA and/or the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The CONFIRE indemnification obligation applies to the ICEMA's "active" as well as "passive" negligence but does not apply to the ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**G.2 Insurance**

ICEMA and CONFIRE are authorized self-insured entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through its respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this CONTRACT.

CONFIRE shall require the carriers of required coverages to waive all rights of subrogation against ICEMA, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONFIRE and CONFIRE's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONFIRE hereby waives all rights of subrogation against the ICEMA or San Bernardino County.

**G.3 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by ICEMA.

**G.4 Severability of Interests**

The CONFIRE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the CONFIRE and the ICEMA or between ICEMA and any other insured or additional insured under the policy.

**G.5 Insurance Review**

Insurance requirements are subject to periodic review by the ICEMA. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of ICEMA. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but

not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA, inflation, or any other item reasonably related to ICEMA's risk.

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

Any failure, actual or alleged, on the part of ICEMA 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 ICEMA.

- G.6** The CONFIRE agrees to provide insurance set forth in accordance with the requirements herein. If the CONFIRE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONFIRE agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the CONFIRE shall secure and maintain throughout the CONTRACT term the following types of insurance with limits as shown:

- G.6.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the CONFIRE and all risks to such persons under this contract.

If CONFIRE has no employees, it may certify or warrant to the ICEMA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the ICEMA's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.6.2** Commercial/General Liability Insurance – The CONFIRE shall carry General Liability Insurance covering all operations performed by or on behalf of the CONFIRE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

- G.6.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the CONFIRE is transporting one or more non-employee passengers in performance of CONTRACT services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the CONFIRE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.6.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.6.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the ICEMA.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the CONTRACT work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after CONTRACT completion.

**G.6.6** **Reserved**

**G.6.7** **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved ICEMA entities and cover breach response cost as well as regulatory fines and penalties.

**Abuse/Molestation Insurance** – CONFIRE shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** ICEMA, State and Federal government shall have absolute right to monitor the performance of CONFIRE in the delivery of services provided under this CONTRACT. CONFIRE shall give full cooperation, in any auditing or monitoring conducted. CONFIRE shall cooperate with the ICEMA

in the implementation, monitoring, and evaluation of this CONTRACT and comply with any and all reporting requirements established by the ICEMA.

- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by ICEMA representatives for a period of three years after final payment under this CONTRACT or until all pending ICEMA, State and Federal audits are completed, whichever is later. If said records are not made available at the scheduled monitoring visit, CONFIRE may, at ICEMA's option, be required to reimburse ICEMA for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time).
- H.3** CONFIRE shall provide all reasonable facilities and assistance for the safety and convenience of ICEMA's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of CONFIRE.
- H.4** CONFIRE shall submit to ICEMA an itemized proposal for utilization of these funds.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1** Failure by CONFIRE to comply with any of the provisions, covenants, requirements or conditions of this CONTRACT shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, ICEMA may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford CONFIRE thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA; and/or
  - b. Withhold funds pending duration of the breach; and/or
  - c.
  - d. Terminate this Contract immediately and be relieved of the payment of any consideration to CONFIRE.

**J. NOTICES**

All written notices provided for in this CONTRACT or which either Party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other Party as follows:

To ICEMA:

EMS Administrator  
ICEMA  
1425 South "D" Street  
San Bernardino, CA 92415-0060

To CONFIRE:

CONFIRE JPA  
1743 W. Miro Way  
Rialto, CA 92376

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This CONTRACT including all Exhibits and other attachments, which are attached hereto and

incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this CONTRACT not expressly set forth herein are of no force or effect. This CONTRACT is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this CONTRACT and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This CONTRACT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**IN WITNESS WHEREOF**, ICEMA and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Directors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Secretary of the Board of Directors  
of Inland Counties Emergency  
Medical Agency

By \_\_\_\_\_  
Deputy

CONSOLIDATED FIRE AGENCIES

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Nathan Cooke  
*(Print or type name of person signing contract)*

Title Interim Executive Director  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 1743 Miro Way  
Rialto, CA 92376

**FOR COUNTY USE ONLY**

Approved as to Legal Form ► Deputy County Counsel, John Tubbs II Date _____	Reviewed for Contract Compliance ► Date _____	Reviewed/Approved by Department ► Date _____
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