

Contract Number

SAP Number



INLAND COUNTIES
EMERGENCY MEDICAL AGENCY
Serving
San Bernardino, Inyo & Mono Counties

Inland Counties Emergency Medical Agency

Department Contract Representative	Daniel Muñoz
Telephone Number	(909) 388-5807
Contractor	Providence St. Mary Medical Center LLC
Contractor Representative	Randall Castillo, CEO
Telephone Number	(760) 946-8195
Contract Term	July 1, 2025 to June 30, 2028
Original Contract Amount	\$100,000
Amendment Amount	
Total Contract Amount	\$100,000
Cost Center	1110002687

IT IS HEREBY AGREED AS FOLLOWS:

This CONTRACT is hereby entered into by and between INLAND COUNTIES EMERGENCY MEDICAL AGENCY (hereinafter referred to as "ICEMA") and Providence St. Mary Medical Center (hereinafter referred to as "HOSPITAL"), and collectively referred to as the "Parties".

WHEREAS, ICEMA is the Local Emergency Medical Services Agency for San Bernardino County and has been delegated full and complete authority for Trauma System design, designation, and implementation by the Governing Board for the Counties of San Bernardino, Mono and Inyo as per ICEMA's Joint Powers Agreement, and;

WHEREAS, ICEMA has implemented an emergency medical services ("EMS") system consisting of a advanced life support (ALS) system and a regional Trauma System as part of its EMS system, pursuant to applicable sections of the California Health and Safety Code, and;

WHEREAS, once a County (or Counties) has elected to implement an ALS system, the California Health and Safety Code requires that it comply with established policies and procedures governing system performance, and;

WHEREAS, on December 18, 2001, ICEMA's Governing Board, in order to implement the regional Trauma System, approved ICEMA's Trauma System Plan pursuant to California Health and Safety Code, Sections 1798.163 and 1798.166, and;

WHEREAS, ICEMA may designate trauma facilities as part of its regional Trauma System, pursuant to the California Health and Safety Code; and California Code of Regulations, Title 22, Division 9, Chapter 7, (hereafter "Title 22"), and;

WHEREAS, on April 17, 2024, ICEMA and HOSPITAL entered into CONTRACT No. 24-358, in which ICEMA designated the HOSPITAL as a Level I Trauma Center within ICEMA's regional EMS system and;

WHEREAS, ICEMA desires to provide funds to a designated Pediatric Trauma Care Center;

WHEREAS, ICEMA is the administrator of funds collected through San Bernardino County Resolution 2019-83;

WHEREAS, ICEMA finds that HOSPITAL is a designated Trauma Center within the ICEMA region and is qualified to receive funds;

WHEREAS, ICEMA wishes to provide funding to HOSPITAL pursuant to Health and Safety Code 1797.98a(e), for reimbursement for: patients who do not make payment for emergency care services received in HOSPITAL up to the point of stabilization; the expansion of services provided by HOSPITAL to pediatric trauma patients; or for the purchase of equipment by HOSPITAL for the operation of a pediatric trauma center.

WHEREAS, ICEMA and HOSPITAL now desire to enter into a new CONTRACT and;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the Parties as expressed herein, both ICEMA and HOSPITAL 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 Pediatric Trauma Care funds.

B. HOSPITAL RESPONSIBILITIES

B.1 HOSPITAL shall provide ICEMA with a contact person, position/title, and with contact information.

B.2 HOSPITAL must provide and demonstrate Pediatric Trauma education was provided to referral hospitals, within the term of this CONTRACT.

B.3 ICEMA may withhold reimbursement payments under this agreement if HOSPITAL does not maintain a current, compliant, ICEMA Trauma Center Designation. This includes all requirements of the Trauma Center Designation up to and including timely submission of all required trauma data.

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

HOSPITAL 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 HOSPITAL and ICEMA.

C.3 Contract Assignability

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

C.4 Contract Exclusivity

This is not an exclusive Contract. ICEMA reserves the right to enter into a CONTRACT with other contractors for the same or similar services. ICEMA does not guarantee or represent that the HOSPITAL will be permitted to perform any minimum amount of work, or receive compensation other than on a per-order basis, under the terms of this Contract.

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

HOSPITAL 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

HOSPITAL will designate an individual to serve as the primary point of contact for the CONTRACT. HOSPITAL or designee must respond to ICEMA inquiries within two (2) business days. HOSPITAL shall not change the primary contact without written acknowledgment to the ICEMA. HOSPITAL 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 HOSPITAL. 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

HOSPITAL 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>). HOSPITAL 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, HOSPITAL 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. HOSPITAL 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 Environmental Requirements

In accordance with ICEMA Policy 11-08, the ICEMA prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The ICEMA requires HOSPITAL to use recycled paper for any printed or photocopied material created as a result of this Contract. HOSPITAL is also required to use both sides of paper sheets for reports submitted to the ICEMA whenever practicable.

To assist the ICEMA in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), HOSPITAL must be able to annually report the ICEMA's environmentally preferable purchases. HOSPITAL must also be able to report on environmentally preferable goods and materials used in the provision of their service to the ICEMA, utilizing a ICEMA approved form.

C.19 Improper Influence

HOSPITAL 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 the HOSPITAL or officer or employee of the HOSPITAL .

C.20 Improper Consideration

HOSPITAL 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.

HOSPITAL shall immediately report any attempt by a ICEMA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from HOSPITAL. 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 ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, 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

HOSPITAL 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 HOSPITAL shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. HOSPITAL 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 HOSPITAL 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 Air, Water Pollution Control, Safety and Health

HOSPITAL shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

HOSPITAL shall maintain all records and books pertaining to the delivery of services 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 Contractor'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 Contractor'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, HOSPITAL, 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

HOSPITAL 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 HOSPITAL. HOSPITAL shall be fully responsible for the performance and payments of any subcontractor's contract.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this CONTRACT is served upon HOSPITAL or ICEMA, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. HOSPITAL and ICEMA further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by HOSPITAL for ICEMA.

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 services described herein. Upon such termination, payment will be made to the HOSPITAL for services rendered and expenses reasonably incurred prior to the effective date of termination.

Upon receipt of termination notice HOSPITAL shall promptly discontinue services unless the notice directs otherwise. HOSPITAL shall deliver promptly to ICEMA and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

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

HOSPITAL shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. HOSPITAL shall make a reasonable effort to prevent employees, HOSPITAL, 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

HOSPITAL agrees to provide, or has already provided information on former ICEMA administrative officials (as defined below) who are employed by or represent HOSPITAL . 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 HOSPITAL. 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 the HOSPITAL. 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. The HOSPITAL also may be requested to provide information to clarify initial responses. Negative information discovered may result in CONTRACT termination.

HOSPITAL 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, the HOSPITAL will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the HOSPITAL 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, the HOSPITAL 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 HOSPITAL 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 HOSPITAL without the prior written consent and approval of ICEMA.

C.48 California Consumer Privacy Act

To the extent applicable, if HOSPITAL is a business that collects the personal information of a consumer(s) in performing services pursuant to this Contract, HOSPITAL 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. HOSPITAL 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. HOSPITAL must not sell, market or otherwise disclose personal information of a consumer provided by ICEMA unless specifically authorized pursuant to terms of this Contract. HOSPITAL must immediately provide to ICEMA any notice provided by a consumer to HOSPITAL 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. HOSPITAL 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 HOSPITAL 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. HOSPITAL shall be provided advance written notice of such termination, allowing HOSPITAL at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of ICEMA.

C.50 Campaign Contribution Disclosure (SB 1439)

HOSPITAL has disclosed to ICEMA using Attachment B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the ICEMA Board of Directors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to ICEMA, or (2) 12 months before the date this CONTRACT was approved by the Board of Directors. HOSPITAL acknowledges that under Government Code section 84308, HOSPITAL is prohibited from making campaign contributions of more than \$250 to any member of the Board of Directors or other County elected officer for 12 months after the ICEMA's consideration of the Contract.

In the event of a proposed amendment to this Contract, the HOSPITAL will provide ICEMA a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Directors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the HOSPITAL or by a parent, subsidiary or otherwise related business entity of HOSPITAL .

D. TERM OF CONTRACT

The term of the CONTRACT shall be from July 1, 2025, through June 30, 2028, so long as HOSPITAL is designated as a Pediatric Trauma Care Center. The term of the CONTRACT may not extend past three years, at which time, all remaining funds will be forfeited by the HOSPITAL if sufficient documentation has not been provided for reimbursement. 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 HOSPITAL is temporarily unable to meet the terms of this CONTRACT, HOSPITAL 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 HOSPITAL.

E. ICEMA RESPONSIBILITIES

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

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

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this CONTRACT shall not exceed \$100,000.00. The consideration to be paid to HOSPITAL, as provided herein, shall be in full payment for all HOSPITAL's services and expenses incurred in the performance hereof, including travel and per diem, for which the HOSPITAL has provided sufficient documentation of incurred expenses.

F.2 For services satisfactorily rendered, and upon receipt and approval of the invoices, ICEMA agrees to compensate the HOSPITAL for actual expenditures incurred as outlined in ATTACHMENT A – Approved Expenses. Modifications to ATTACHMENT A – Approved Expenses must be approved by ICEMA prior to submission for reimbursement.

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. HOSPITAL

shall not claim reimbursement or 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. HOSPITAL 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.

- F.4** ICEMA is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this CONTRACT however designated, levied or imposed, unless ICEMA would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The HOSPITAL 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 HOSPITAL 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 Additional Insured and Waiver of Subrogation Rights

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming ICEMA and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for ICEMA to vicarious liability but shall allow coverage for ICEMA to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional insured (Form B) endorsement form ISO, CG 2010.11 85.

HOSPITAL 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 HOSPITAL and HOSPITAL's employees or agents from waiving the right of subrogation prior to a loss or claim. The HOSPITAL 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 HOSPITAL 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 HOSPITAL 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. HOSPITAL 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.

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 "Best" Insurance Guide rating of "A- VII".

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

- G.6** The HOSPITAL agrees to provide insurance set forth in accordance with the requirements herein. If the HOSPITAL uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the HOSPITAL 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 HOSPITAL 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 HOSPITAL and all risks to such persons under this contract.

If HOSPITAL 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 HOSPITAL shall carry General Liability Insurance covering all operations performed by or on behalf of the HOSPITAL 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 HOSPITAL 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 HOSPITAL 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.

Medical Malpractice - Medical Malpractice Insurance with limits of not less than three million (\$3,000,000) per claim and ten million (\$10,000,000) aggregate limits.

G.6.6 Environmental Contracts -

- a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the CONTRACT project. The required additional insured endorsement shall protect the ICEMA without any restrictions.
- b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start 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.6.7 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 – HOSPITAL 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 review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of HOSPITAL in the delivery of services provided under this CONTRACT. HOSPITAL shall give full cooperation, in any auditing or monitoring conducted. HOSPITAL 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, HOSPITAL 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 HOSPITAL 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 HOSPITAL.

H.4 HOSPITAL shall submit to ICEMA an itemized proposal for utilization of these funds.

H.5 HOSPITAL shall maintain and submit to ICEMA an inventory of equipment and supplies which includes:

- A. Description of equipment with manufacturer’s make, model and serial numbers.
- B. Location and condition of equipment.

ICEMA shall conduct an annual inspection/audit of inventory and supply a written report of findings to the HOSPITAL.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by HOSPITAL 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 HOSPITAL thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA; and/or
 - b. Discontinue reimbursement to HOSPITAL for and during the period in which HOSPITAL is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by HOSPITAL but yet unpaid by ICEMA those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to HOSPITAL . In the event of such termination, ICEMA may proceed with the work in any manner deemed proper by the ICEMA. The cost to ICEMA shall be deducted from any sum due to the HOSPITAL under this CONTRACT and the balance, if any, shall be paid by the HOSPITAL upon demand.

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 HOSPITAL:

CEO
Providence St. Mary Medical Center
18300 CA-18
Apple Valley, CA 92307

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 Agreement 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.

ICEMA

►

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

By _____
Deputy

St. Mary Medical Center
Randall Castillo

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

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

Name _____
Randall Castillo
*(Print or type name of person signing
contract)*

Title _____
Chief Executive
(Print or Type)

Dated: _____

Address _____
18300 Highway 18

Apple Valley, CA 92307

FOR COUNTY USE ONLY

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

ATTACHMENT A – APPROVED EXPENSES

Name	Quantity
SAW,CAST,ELECTRIC,W/BLADE,VACCUM,STAND	1
VACUUMS, CAST SAW: VACUUM CAST SAW	1
SAW,DIAMOND,OSCILLATING,100-120V,50/60HZ	1
SAW,OSCILLAT,TIT IACCU,100-120V,50/60HZ	1
PEDIATRIC NURSE CORE COURSE - Classes	Mult
ENPC INSTRUCTOR COURSE - Classes	Mult



ATTACHMENT B

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: St. Mary Medical Center
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
St. Mary Medical Center	Randall Castillo	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.