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C	on	tra	ct	Nu	m	ber

20-533 A-1

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	Daniel Muñoz
Telephone Number	388-5807

Contractor Desert Regional Medical Center Michele Ditoro, CEO Contractor Representative **Telephone Number** 760-323-6774 Contract Term July 1, 2025 – June 30, 2029 \$95.225 Original Contract Amount **Amendment Amount** \$76,180 **Total Contract Amount** \$171,405 **Cost Center** 1110002686 **Grant Number (if applicable)**

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as "**ICEMA**") which is the local emergency medical services (EMS) agency for San Bernardino County and Desert Regional Medical Center (hereinafter referred to as "**HOSPITAL**"), which maintains an acute care hospital located in San Bernardino County, California, entered into Contract No. 20-533 on June 23, 2020 for designation of HOSPITAL by ICEMA as a Comprehensive Stroke facility. ICEMA and HOSPITAL are hereinafter collectively referred to as the "Parties"; and

WHEREAS, **ICEMA** and **HOSPITAL** now desire to amend Contract No. 20-533 to extend the term of the contract for the period of July 1, 2025, through June 30, 2029 ("First Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree the Contract No. 20-533, is amended as follows:

1. Effective July 1, 2025, DELETE in its entirety the existing **Paragraph 2, TERM OF CONTRACT**, and SUBSTITUTE therefore the following as a new **Paragraph 2, TERM OF CONTRACT**:

"2. TERM OF CONTRACT

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The term of this CONTRACT shall be extended for four (4) years, commencing on July 1, 2025, and expiring on June 30, 2029 (the "First Extended Term"), but may be terminated earlier in accordance with provisions of this CONTRACT."

2. Effective when this Amendment is fully executed by both Parties, ADD in its entirety **Paragraph**15, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE and ATTACHMENT "A", Levine Act
Campaign Contribution Disclosure incorporated and attached herein, which shall read as follows:

"15. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE

Contractor has disclosed to ICEMA using Attachment "A" - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$500 to any member of the 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. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 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 Contractor will provide ICEMA a written statement disclosing any campaign contribution(s) of more than \$500 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 Contractor or by a parent, subsidiary or otherwise related business entity of Contactor."

- 3. This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.
- 4. All other provisions and terms of the contract shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Contract and this Amendment, the terms and conditions of this Amendment shall control.

END OF AMENDMENT.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS THEREOF, ICEMA and HOSPITAL have executed this Amendment to be effective upon the date authorized herein by the San Bernardino County Board of Supervisors acting as the ICEMA Governing Board of Directors.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY		Desert Regional Medical Center		
		(Print or typ	ne name of corporation, company, contractor, etc.)	
>		By ►		
Dawn Rowe, Chair, Board of Directors		-, <u></u>	(Authorized signature - sign in blue ink)	
Dated:		Name	Michael Ditoro	
SIGNED AND CERTIFIED THAT A COP			(Print or type name of person signing contract)	
DOCUMENT HAS BEEN DELIVERED T CHAIRMAN OF THE BOARD	O THE		CEO	
Lynna Monell		Title	(Print or Type)	
Secretary of the Boar	rd of Directors		(Print or Type)	
By		Dated:	05-29-2025	
Берицу		Address	1150 N. Indian Canyon	
			Palm Springs, CA 92262	
FOR COUNTY USE ONLY Approved as to Legal Form	Reviewed for Contract Co	ompliance	Reviewed/Approved by Department	
John Tubbs II, Deputy County Counsel	<u> </u>			
Date	Date		Date	
Date	Date		Dale	

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ATTACHMENT "A" Levine Act Campaign Contribution Disclosure (formerly referred to as SB 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Directors 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 ICEMA in a proceeding on the matter for the purpose of influencing ICEMA's decision on the matter; or (c) communicates with ICEMA employees, for the purpose of influencing the ICEMA'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 ICEMA employees for purposes of influencing the ICEMA's decision in a matter.

<u>Agent:</u> 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-subsidiary 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.

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

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

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1.	Name of CONTRACTOR: Desert Regional Medical Center				
2.	 Is the entity listed in Question No. 1 a non-profit 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.	3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> 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.	5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):				
	Company Name		Relationship		
Т	enet		Parent		
6.	Name of agent(s) of CONTRACTO	R:			
	Company Name	Δαρ	nt(s)	Date Agent Retained	
	Company Name	Age	in(s)	(if less than 12 months prior)	
n,	/a				
n			in(S)		
n		Age	in(S)		
7.	Name of Subcontractor(s) (including awarded contract if the subcontract	ng Principal and	d Agent(s)) that w	(if less than 12 months prior) rill be providing services/work under the	
	Name of Subcontractor(s) (including awarded contract if the subcontract	ng Principal and ctor (1) actively sentified in the cor	d Agent(s)) that w	(if less than 12 months prior) rill be providing services/work under the er and (2) has a financial interest in the	
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7. n. 8.	Name of Subcontractor(s) (including awarded contract if the subcontract decision and (3) will be possibly identified to the subcontract decision and (3) will be possibly identified to the subcontract decision and (3) will be possibly identified to the subcontract of the subcontr	ng Principal and ctor (1) actively sentified in the cor	I Agent(s)) that we supports the matter act with the Countractor(s):	(if less than 12 months prior) ill be providing services/work under the er and (2) has a financial interest in the inty or board governed special district: Principal and/or Agent(s): ions 1-7, but who may (1) actively support interest in the outcome of the decision:	

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9.		de to any member of the ICEMA Board of Directors or s, by any of the individuals or entities listed in Question
	No ⊠ If no , please skip Question No. 10.	Yes ☐ If yes , please continue to complete this form.
10.	. Name of Board of Director Member or other County ele	ected officer:
	Name of Contributor:	
	Date(s) of Contribution(s):	
	Amount(s):	
	ase add an additional sheet(s) to identify additional Board Me de campaign contributions.	mbers or other County elected officers to whom anyone listed
uno	derstands that the individuals and entities listed in Qu	tatements made herein are true and correct. Contractor estion Nos. 1-8 are prohibited from making campaign and of Directors or other County elected officer while this s made by ICEMA.
	Signature	<u>05-29-25</u>
		Date
	Michael Ditoro	Driet Entity Name if applicable
	Print Name	Print Entity Name, if applicable

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