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Contract Number

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	Daniel Muñoz
Telephone Number	(909) 388-5823
Contractor	Consolidated Fire Agencies
Contractor Representative	Nathan Cooke
Telephone Number	(909) 356-2375
Contract Term	July 1, 2024 through September 30, 2024
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INLAND COUNTIES EMERGENCY MEDICAL AGENCY
AND
CONSOLIDATED FIRE AGENCIES**

This Memorandum of Understanding (MOU) is hereby entered into by and between **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as “**ICEMA**”) and **CONSOLIDATED FIRE AGENCIES** which consists of member and contract agencies (hereinafter referred to as “**CONFIRE**”). ICEMA and CONFIRE are hereinafter collectively and/or separately referred to as the “Parties”.

WHEREAS, ICEMA, through a Joint Powers Agreement, is the local emergency medical services agency (LEMSA) for the Counties of Inyo, Mono, and San Bernardino; and

WHEREAS, ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512; and

WHEREAS, ICEMA administers an emergency medical services (EMS) computer application (currently ImageTrend Elite) designed to collect and share health information between EMS provider agencies and hospitals. This suite of products provides the framework necessary for the collection and exchange of health information between ICEMA,

EMS providers and hospitals for continuity of care; and

WHEREAS, ICEMA utilizes patient care data for quality assurance and continuous quality improvement and provides selected EMS Data to the California EMS Information System (CEMSIS) and to National EMS Information System (NEMSIS) through a contract with the California EMS Authority (EMSA); and

WHEREAS, the ICEMA suite contains modules that enable fire departments to report and manage National Fire Incident Reporting System (NFIRS) incident data, training, fire safety inspections, inventory and equipment; and

WHEREAS, CONFIRE Data is collected and stored in a cloud-based data system which manages the system with each CONFIRE Agency administering its' given services with rights and ownership to its' respective data; and

WHEREAS, the Parties of this MOU desire to create a collaborative mechanism by which the interest of each party is equally represented in all aspects related to the collection, storage, and use of CONFIRE data stored in the ICEMA Data System; and

WHEREAS, the Parties hereby acknowledge and agree that this MOU shall not constitute an agreement pursuant to California Health and Safety Code, Section 1797.201. In entering into this MOU, each party specifically reserves and does not waive any rights it may have under Supremacy Clause of the United States Constitution, California Health and Safety Code, Section 1797.201, or under any other applicable statute or authority; and

WHEREAS, the Parties agree both ICEMA and CONFIRE Agencies will have unrestricted access to the EMS data generated by CONFIRE Agencies. The Parties further agree that CONFIRE Fire Data is solely owned by CONFIRE agencies; and

WHEREAS, the Parties are committed to implementing an electronic data system and agree to meet, as needed, to resolve any issues or concerns as they may arise: and

WHEREAS, the Parties wish to clearly identify the roles and responsibilities of each party as they relate to the ICEMA Data System; and

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

- 1.01 **Adjunct Software:** Software programs that support the ICEMA Data System, which include, but are not limited to, FirstWatch, Tablet Command, Central Square CAD, and Telestaff.
- 1.02 **CONFIRE Agency:** CONFIRE Agency shall mean any Member or Contract Agency of CONFIRE.
- 1.03 **CONFIRE Data:** All EMS and Fire Data that is generated by CONFIRE.
- 1.04 **CONFIRE Fire Data:** All non-EMS data from modules on the ICEMA Data System including, but not limited to, NFIRS fire incident reports, fire prevention, training, inventory, checklists, documents, fire shifts, hydrants, locations, occupants, and fire data that is generated by CONFIRE Agencies. This includes fire reports that involve victims/casualties.
- 1.05 **Data System Administrative Group:** A technical level group whose role includes, but is not limited to, system modifications, reporting, and troubleshooting. The size of this group should be reasonably limited to focus efforts, maintain technical expertise integrity, and for ease of communication.
- 1.06 **EMS Data:** All data from ICEMA's Data System that involves EMS related data only.
- 1.07 **Executive Group:** A managerial level group whose role includes, but is not limited to, MOU

adherence, negotiation, and issue resolution. The size of this group should be reasonably limited to focus efforts and for ease of communication.

- 1.08 **ePCR Form:** Electronic patient care registry form which EMS field personnel record predefined incident specifics. ePCR Forms may be uniquely configured, on a per CONFIRE Agency basis to meet CONFIRE Agency data gathering and reporting needs. Some data is specifically required, by ICEMA, to meet mandatory reporting requirements.
- 1.09 **ICEMA Data System:** A computer software application program administered by ICEMA that includes a suite of EMS specific data collection tools, e.g., currently ImageTrend Elite designed to collect and share health information between EMS providers, hospitals, and health information exchanges. This suite of products provides the framework necessary for the collection and exchange of health information between ICEMA, EMS providers, associated healthcare practitioners, and hospitals for continuity of care.
- 1.10 **Software Provider:** The Software Provider is the current third-party provider of software and/or software as a service, pursuant to a contract with ICEMA and/or the County of San Bernardino that is used to administer, store, and otherwise process CONFIRE Data.

2. SCOPE

It is the intent of this MOU to:

- 2.01 Establish guidelines for access to CONFIRE Data in the ICEMA Data System.
- 2.02 Define levels of access to the ICEMA Data System and methods by which CONFIRE Data stored in the cloud-based Data System may be accessed, based on given access rights and permissions.
- 2.03 Establish a partnership that gives all Parties the collective responsibility to determine how CONFIRE's Data stored in the cloud-based Data System will be accessed and used.
- 2.04 Promote a collaborative spirit that maximizes efficient collection of EMS and fire data while keeping costs low for each party.
- 2.05 Define the parameters by which EMS and fire data will be accessed, used, and distributed by the respective Parties to this MOU, consistent with State and Federal laws and regulations.
- 2.06 Provide a mechanism by which CONFIRE Agencies can create agency specific ePCR forms and have customizations made to certain configurable data input fields to achieve their data collection needs.

3. TERM OF MOU

- 3.01 The term of this MOU shall begin July 1, 2024 and continue through September 30, 2034, unless earlier terminated as provided herein. Any party may terminate this agreement by providing not less than 90 days' prior written notice, to the other Parties.
- 3.02 Upon termination of this MOU by any one of the Parties, ICEMA agrees to facilitate the transfer of all CONFIRE Fire Data, electronic copies of CONFIRE EMS Data and related information that was generated by CONFIRE to the CONFIRE Data System Administrator. Said data sets shall be a complete duplication of all CONFIRE Data stored within the ICEMA Data System, and compatible with the current version of the ICEMA Data System software. After ICEMA has been notified of the MOU termination, the CONFIRE Data shall be transferred within a timeframe not to exceed 60 days, unless otherwise agreed upon or unless this transfer is delayed by the vendor. All reasonable costs

to transfer the complete data sets, etc., will be paid by CONFIRE. These costs may include documented charges by the Software Provider as well as ICEMA hourly charge for staff time. This same process shall be applied to each CONFIRE Agency in the event that they opt out of using the ICEMA Data System.

4. FISCAL PROVISIONS

- 4.01 A fiscal agreement has been established between CONFIRE and ICEMA regarding payment for shared costs via Contract #23-1282. Per the absence, delay, termination, or any other alteration of Contract #23-1282's term of performance dates, Parties shall address shared costs as they apply to the scope of this MOU through an amendment to this MOU.

5. CONFIRE ROLES AND RESPONSIBILITIES

- 5.01 CONFIRE remains the primary administrator for the CONFIRE Fire Data System. A Data System Administrative Group will be created to allow CONFIRE access to administrator levels of the ICEMA Data System and ICEMA controlled Adjunct Software programs.
- 5.02 Each CONFIRE Agency has full and unrestricted access to their respective fire data which is solely owned by those agencies and full and unrestricted access, via the CONFIRE Data System Administrative Group, to EMS data that is jointly owned by CONFIRE Agencies and ICEMA, all of which is stored on the cloud-based Data System, currently on the ImageTrend platform.
- 5.03 CONFIRE shall designate a Data System Administrative Group who has full access to all CONFIRE EMS and Fire Data, irrespective of which CONFIRE Agency generated the data. The name and title of the Data System Administrative Group members will be shared with ICEMA. To the extent permitted by law, the Software Provider will serve as an alternate for software support in the event the CONFIRE Data System Administrator is unavailable.
- 5.04 CONFIRE's Data System Administrative Group will coordinate with ICEMA's Data System Administrative Group on any requests for creation of ePCR forms and modifications to configurable input fields or other modifications needed to address CONFIRE's data input and collection needs.
- 5.05 Each CONFIRE Agency has the ability to fully use all modules of the ICEMA Data System, so long as such use does not violate the Software Provider's terms of use or the terms of this MOU.
- 5.06 To the extent permitted by law, each CONFIRE Agency is free to develop and share reports amongst their peers.
- 5.07 Each CONFIRE Agency shall have a designated representative authorized to request technical support. All individual CONFIRE Agency requests should first be directed through CONFIRE's Data System Administrative Group. If additional support is required, ICEMA'S Data System Administrative Group shall be consulted.
- 5.08 CONFIRE understands ICEMA's Data System Administrative Group has the ability to access all CONFIRE Data generated by CONFIRE Agencies. All EMS Data is subject to the Confidentiality of Medical Information Act, California Civil Code Section 56, et seq. (CMIA) and the Health Insurance Portability and Accountability Act (HIPAA) and is confidential. This Administrative Group will not access, disclose or share any CONFIRE Data, except to the extent required by law or necessary to maintain system functionality, without written permission from the Fire Chief or alternate as appointed by the Chief in writing, of the respective CONFIRE Agency generating the data, on a per occurrence basis.

6. ICEMA ROLES AND RESPONSIBILITIES

- 6.01 ICEMA remains the primary administrator of the ICEMA EMS Data System.
- 6.02 All ICEMA Data System changes that will affect either the ICEMA Data System or the CONFIRE data system shall be coordinated with all Parties. In cases where a change must be made immediately, in order to sustain system functionality, said change(s) can be made and must be communicated to the other Parties as soon as practical. Modifications or reversal of said changes can be addressed through the Executive Group, if necessary.
- 6.03 ICEMA shall designate a Data System Administrative Group who, to the extent permitted by law, shall have full access to all CONFIRE Data, irrespective of which CONFIRE Agency generated the data. The names and titles of the Data System Administrative Group will be shared with each party. To the extent permitted by law, the Software Provider (currently ImageTrend) will serve as an alternate in the event the ICEMA Data System Administrative Group is unavailable.
- 6.04 To the extent technologically possible and practically reasonable, ICEMA will honor requests from CONFIRE to add or make modifications to configurable input fields in the EMS module to accommodate CONFIRE's need for specific data points. Such requests will be coordinated through each party's Data System Administrative Groups. Any costs from ImageTrend associated with such requests shall be the responsibility of CONFIRE. Shared costs shall be negotiated between Parties in the event a request is mutually beneficial and/or agreed upon.
- 6.05 ICEMA will not share, disclose, or distribute CONFIRE Agency specific, CONFIRE Data without specific written permission from the Fire Chief of the CONFIRE Agency generating the specific data except when necessary to meet EMS Data reporting requirements, including performance based contract reports, and/or to ensure the continuity of patient care between local EMS providers, receiving hospitals, other healthcare providers and CEMISIS/NEMISIS reporting.
- 6.06 ICEMA will not access CONFIRE Fire Data that is generated by CONFIRE Agencies through the ICEMA Data System for any reason other than that which is necessary to collect EMS Data and/or maintain system functionality, without specific written permission from the Fire Chief of the CONFIRE Agency generating the specific data accessed.
- 6.07 ICEMA will not use, disclose, access, or make available any patient specific information other than as required by local, state and/or federal laws and regulations, and/or the Health Information Exchange project, unless such disclosure is requested by CONFIRE in writing.
- 6.08 To the extent permitted by law, EMS Data received from CONFIRE Agencies may be used as part of the ICEMA Continuous Quality Improvement (CQI) Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system.
- 6.09 ICEMA reserves all rights granted by, and shall comply with, applicable local, state and/or federal laws and regulations, to utilize EMS Data solely for establishing and maintaining medical control.
- 6.10 ICEMA recognizes that each of the CONFIRE Agencies must comply with state and federal data reporting requirements such as the National Fire Incident Reporting System (NFIRS) and the National Emergency Response Information System (NERIS).

7. ICEMA, and CONFIRE JOINT ROLES AND RESPONSIBILITIES

- 7.01 No party to this agreement shall release any specific CONFIRE Agency's CONFIRE Data directly comparing any CONFIRE Agency with any other CONFIRE Agency without the express written

approval of the affected Parties, except to the extent required by law.

- 7.02 The Parties agree to discuss and resolve any changes outside of this MOU via their corresponding Data System Administrative and Executive Groups. The ongoing interests of each party, as they relate to this MOU, will be equally represented through these groups. Additional working groups may be created, as needed, with the mutual consent of both parties.
- 7.03 To the extent permitted by law, EMS Data received from CONFIRE Agencies may be used as part of the ICEMA Continuous Quality Improvement (CQI) Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system.
- 7.04 The Parties agree that any specific requests for EMS provider information, such as an individual ePCR, shall be referred to the respective CONFIRE Agency for potential release within that Agency's policy and in compliance with all applicable State and federal laws including HIPAA and the CMIA. All EMS Data generated is subject to HIPAA and the CMIA, including "need to know" and "minimum necessary" provisions of the Act and CMIA.

8. GENERAL MOU REQUIREMENTS

8.01 Legality and Severability

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

8.02 Representation of ICEMA

In the performance of this MOU, the Parties, their agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

8.03 Relationship of the Parties

Nothing contained in this MOU 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.

8.04 Change of Address

The Parties shall notify the other Parties, in writing, of any change in mailing address within ten (10) business days of the change.

8.05 Subcontracting

No party to this MOU shall subcontract any performance hereunder, without the prior written consent of all other Parties. Any party subcontracting its performance shall remain primarily liable for compliance with this MOU.

8.06 MOU Assignability

Without the prior written consent of ICEMA, the MOU is not assignable, in whole or in part.

8.07 MOU Modification

The Parties agree any alterations, variations, modifications, or waivers of the provisions of this MOU, shall be valid only when reduced to writing, executed and attached to the original MOU and approved by the person(s) authorized to do so on behalf of the Parties.

8.08 Duration of Terms

This MOU, 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 MOU.

8.09 Time of the Essence

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

8.10 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this MOU 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 MOU thereafter.

8.11 Mutual Covenants

The Parties to this MOU 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".

8.12 MOU Exclusivity

This is not an exclusive MOU. ICEMA reserves the right to enter into a MOU with other contractors for the same or similar services.

8.13 Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the MOU, the Parties shall notify the other Parties within one (1) working day, in writing and by telephone.

8.14 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 fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

8.15 Venue

The Parties acknowledge and agree that this MOU 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 MOU will be the Superior Court of California, County of San Bernardino, 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 MOU 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, County of San Bernardino, San Bernardino

District.

8.16 Choice of Law

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

8.17 Licenses, Permits, Accreditation and/or Certifications

Each party shall ensure that they have all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. Each party shall maintain these licenses, permits, accreditations and/or certifications in effect for the duration of this MOU. Any loss or suspension of any such licenses, permits, accreditations and/or certifications by any Party shall be immediately communicated to the other Parties. Failure to maintain a required license, permit, accreditations and/or certification may result in immediate termination of this MOU.

8.18 Prevailing Wage Requirements

By its execution of this MOU, CONFIRE certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONFIRE agrees to fully comply with such Prevailing Wage Laws. CONFIRE shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested Parties upon request, and shall post copies at the CONFIRE's principal place of business and at the project site. CONFIRE will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations.

8.19 Reserved.

8.20 Reserved.

8.21 Improper Consideration

No party hereto shall 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 another party in an attempt to secure favorable treatment regarding this MOU.

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

CONFIRE shall immediately report any attempt by an ICEMA 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 ICEMA. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

8.22 Employment Discrimination

During the term of the Agreement, the Parties shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Proposer shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other application Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

8.23 Improper Influence

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

8.24 Material Misstatement/Misrepresentation

If during the course of the administration of this MOU, it is determined that any party has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the other Parties, this MOU may be immediately terminated. If this MOU is terminated according to this provision, the remaining Parties are entitled to pursue any available legal remedies.

8.25 Conflict of Interest

Each party hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance contemplated by this MOU. No person having such conflicting interest shall be employed by or associated with any party hereto in connection with this MOU. Each party warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any ordinance, state law or federal statute. Each party further warrants on behalf of itself and its officers, employees, associates and subcontractors, if any, that they will comply with all conflict of interest statutes of the State of California applicable to performance under this MOU, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this MOU, no party shall perform services for another any other entity that would require such party or any of its officers, employees, associates or subcontractors to abstain from a decision under this MOU pursuant to a conflict of interest statute.

8.26 Reserved.

8.27 Debarment and Suspension

CONFIRE certifies that neither it nor any of its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

8.28 Reserved.

8.29 ICEMA Representative

The EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the

services to be rendered under this MOU, including termination and assignment of this MOU, and shall be the final authority in all matters pertaining to the Services/Scope of Work of this MOU. The ICEMA Governing Board must approve all amendments to this MOU.

8.30 Reserved.

8.31 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 MOU or that become effective during the term of this MOU, including, but not limited to, facility and professional licensing, and or certification laws and regulations, the Confidentiality of Medical Information Act, California Civil Code Section 56, et seq., 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).

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. CONFIRE acknowledges that they are covered entities and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Parties agree to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors and Adjunct Software utilized to fulfill services pursuant to this MOU comply with said provisions. Parties further agree to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

8.32 Public Health Authority

ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512.

8.33 No Third-Party Beneficiaries

The Parties do not intend to confer and this MOU shall not be construed to confer any rights to any person, group, corporation or entity other than the Parties.

8.34 Notice of Delays

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

9. INDEMNIFICATION AND INSURANCE

9.1 Indemnification

To the maximum extent permitted by law, each party shall indemnify, defend and hold the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury, to the extent occurring by reason of the negligent acts or omissions or willful misconduct of, or violation of any law or regulation, or breach of any provision of this MOU by, the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any required performance, work, authority or services provided by

such party under this MOU.

In the event ICEMA and/or CONFIRE are found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this MOU, ICEMA and/or CONFIRE shall indemnify the other to the extent of its comparative fault.

9.2 Insurance

ICEMA is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their 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 agreement.

CONFIRE is self-insured for the purposes of Workers' Compensation and warrants that through its respective program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

Additionally, CONFIRE agrees to the following insurance requirements:

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County 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.

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

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 the County.
Severability of Interests – 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 CONFIRE and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – CONFIRE shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, CONFIRE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – 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".

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$25,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by CONFIRE or County payments to CONFIRE will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. 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 the County. 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 the County, inflation, or any other item reasonably related to the County's risk.

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

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

CONFIRE agrees to provide insurance set forth in accordance with the requirements herein. If CONFIRE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONFIRE agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

Commercial/General Liability Insurance – CONFIRE shall carry General Liability Insurance covering all operations performed by or on behalf of 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.

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

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.

10. NOTICES

All written notices provided for in this MOU 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:

ICEMA
1425 South “D” Street
San Bernardino, CA 92415-0060

To CONFIRE:

CONFIRE JPA
1743 W. Miro Way
Rialto, CA 92376

11. ENTIRE MOU

This MOU, 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 understanding between the Parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU 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 MOU and signs the same of its own free will.

12. COUNTERPART EXECUTION

This MOU may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. For purposes of this MOU only, the Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to execute and deliver to the other Party an original signed MOU upon request.

Unless expressly otherwise set forth in an amendment, any subsequent amendments to the MOU shall be executed by original signatures only.

IN WITNESS THEREOF, ICEMA and CONFIRE have executed this MOU to be effective upon the date this MOU becomes fully executed by all Parties.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

CONSOLIDATED FIRE AGENCIES

► _____
Dawn Rowe, Chair, Board of Directors

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

Dated: _____

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

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell, Secretary

Title _____
(Print or Type)

Dated: _____

By _____
Deputy

Address _____

Approved as to Legal Form
► _____
Deputy County Counsel, John Tubbs II
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to Board for Signature
► _____
Date _____