



Contract Number

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	<u>Daniel Muñoz</u>
Telephone Number	<u>(909) 388-5823</u>
 Provider	 <u>Symons Emergency Specialties,</u>
	<u>Inc. dba Symbiosis</u>
Provider Representative	<u>Jeff Grange, CEO</u>
Telephone Number	<u>(909) 790-9950</u>
Contract Term	<u>February 27, 2024 – February 26,</u>
	<u>2025</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>1110002686</u>

IT IS HEREBY AGREED AS FOLLOWS:

This CONTRACT is entered into by INLAND COUNTIES EMERGENCY MEDICAL AGENCY, hereinafter referred to as (“ICEMA”), and SYMONS EMERGENCY SPECIALTIES, INC. dba SYMBIOSIS (PROVIDER) to provide Basic Life Support (BLS) and Interfacility Transfer (IFT) transport services within non-exclusive operating areas (OAs), within San Bernardino County, California. PROVIDER and ICEMA are hereinafter collectively referred to as the “Parties”.

WHEREAS, PROVIDER is located in close proximity to the County of San Bernardino, State of California, and;

WHEREAS, ICEMA, a Joint Powers Authority, is the governing body for Emergency Medical Services (EMS) programs within the counties of San Bernardino, Inyo and Mono and is the Local Emergency Medical Services Agency (LEMSA) pursuant to California Health and Safety Code 1797.200; and,

WHEREAS, ICEMA is responsible for planning, implementing and evaluating EMS in accordance with California Health and Safety Code, Division 2.5, including the provision of EMS policies, procedures and protocols within its region; and,

WHEREAS, PROVIDER plans to provide BLS IFT transport services within non-exclusive OAs within the jurisdiction of San Bernardino County, pursuant to ICEMA’s authority as the LEMSAs; and,

WHEREAS, ICEMA is responsible for the accreditation and certification of EMS field personnel within its jurisdiction pursuant to California Health and Safety Code, Division 2.5, Section 1797.218; and,

WHEREAS, ICEMA and PROVIDER, desire to establish a cooperative relationship to facilitate the accreditation and certification by ICEMA of PROVIDER's EMS field personnel; and,

WHEREAS, PROVIDER, intends to provide patients IFT transport services, in accordance with ICEMA policies, procedures and protocols, and ICEMA recognizes PROVIDER is qualified to provide such service; and,

WHEREAS, it is in the mutual interest of ICEMA and PROVIDER, that such resources, certifications, and accreditation be available to PROVIDER.

NOW, THEREFORE, the Parties mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 County – San Bernardino County.

B. PROVIDER RESPONSIBILITIES

B.1 Provide BLS IFT transport services within non-exclusive OAs in San Bernardino County.

B.2 Provide visible identification of accreditation/certification of field personnel.

B.3 Comply with ICEMA requirements of participation in ICEMA's Electronic Patient Care Report (ePCR) and data collection system. Data received by virtue of this requirement will be made part of ICEMA's Continuous Quality Improvement (CQI) Program and will be treated as confidential information to the extent permitted by law used for the purposes of evaluating and improving the overall EMS system.

B.4 Appoint an EMS Coordinator(s) to be the liaison with ICEMA and receiving hospitals.

B.5 Facilitate the scheduling of periodic meetings by ICEMA staff with PROVIDER's Medical Director or their designee to ensure compliance with local policies, procedures and protocols related to this agreement and which fall within the purview of ICEMA.

B.6 Notify ICEMA of significant service problems, issues, or changes in a timely manner, including but not limited to:

B.6.1 Hospital complaints.

B.6.2 Changes in status of certified/accredited personnel, i.e., termination, classification, etc.

B.6.3 Radio frequency interference which causes operational problems.

B.7 Maintain and inventory drugs and equipment as outlined by applicable ICEMA policies, procedures, and protocols.

B.8 Notify and work with ICEMA when evaluating new EMS equipment and/or technology that can be used in the field for definitive medical care or intervention.

B.9 Comply with all ICEMA policies, procedures and protocols, as well as applicable State and County regulations relating to emergency medical care.

B.10 Provide EMS field personnel with educational updates to include written copies of any revisions in ICEMA's policies, procedures and protocols prior to the implementation date as stated by ICEMA.

- B.11** Comply with EMS training guidelines as approved by ICEMA relating to emergency medical care.
- B.12** Comply with ICEMA's annual application/update submittals including paying all applicable fees and cost recoveries as they now exist and may change from time-to-time.
- B.13** Ensure that no vehicle shall be represented as an ambulance unless it meets the current emergency medical care standards as established by ICEMA.
- B.14** Ensure that no EMS field personnel shall actively function as or provide EMS unless all approved equipment and supplies inventory for the level of service being provided is readily available at the site of a medical emergency.
- B.15** Strive to ensure a positive, communicative, and effective working relationship with ICEMA.
- B.16** Timely comply with inspection and records requests, including, but not limited to, EMS field personnel accreditations, certifications and authorizations, and photographs or video associated with medical services, treatment, or transport services by PROVIDER

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

Provider 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 Provider and ICEMA.

C.3 Contract Assignability

Without the prior written consent of ICEMA, the Contract is not assignable by Provider 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 providers for the same or similar services. ICEMA does not guarantee or represent that the Provider 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 Background Checks for Provider Personnel

Provider shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services in the county; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by ICEMA and not in violation of applicable law, Provider shall conduct a background check, at Provider's sole expense, on all its personnel providing Services. If requested by ICEMA, Provider shall provide the results of the background check of each individual to ICEMA. Such background check shall be in the form generally used by Provider in its initial hiring of employees or contracting for providers or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Provider personnel who do not meet ICEMA's hiring criteria, in ICEMA's sole discretion, shall not be assigned to work on County property or

Services, and ICEMA shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Provider 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 Compliance with ICEMA Policy

In performing the Services and while at any County facilities, Provider personnel (including subproviders) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of ICEMA regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of ICEMA; and (d) abide by all laws applicable to ICEMA facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "ICEMA Policies"). ICEMA Policies, and additions or modifications thereto, may be communicated orally or in writing to Provider or Provider personnel or may be made available to Provider or Provider personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by ICEMA to disseminate such information to its employees or providers. Provider shall be responsible for the promulgation and distribution of ICEMA Policies to Provider personnel to the extent necessary and appropriate.

ICEMA shall have the right to require Provider's employees, agents, representatives and subproviders to exhibit identification credentials issued by ICEMA in order to exercise any right of access under this Contract.

C.10 Confidentiality

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. PROVIDER acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. PROVIDER agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any subcontractors utilized to fulfill services pursuant to this Contract comply with said provisions. PROVIDER further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

C.11 Primary Point of Contact

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

C.12 County Representative

The EMS Administrator of his/her designee shall represent 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 Provider. 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 Damage to County Property

Provider shall repair, or cause to be repaired, at its own cost, all damages to ICEMA or County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Provider or its

employees or agents. Such repairs shall be made immediately after Provider becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Provider fails to make timely repairs, ICEMA may make any necessary repairs. The Provider, as determined by ICEMA, shall repay all costs incurred by ICEMA for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Provider from ICEMA, as determined at ICEMA's sole discretion.

C. 14 Debarment and Suspension

Provider certifies that neither it nor its principals or subproviders is 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>). Provider further certifies that if it or any of its subproviders 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 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Provider agrees that the Provider and the Provider's employees, while performing service for ICEMA, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Provider or Provider's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Provider shall inform all employees that are performing service for the County on County property, or using County equipment, of ICEMA's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

ICEMA may terminate for default or breach of this Contract and any other Contract the Provider has with ICEMA, if the Provider or Provider's employees are determined by ICEMA not to be in compliance with above.

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, Provider 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. Provider 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 County 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 County Policy 11-08, 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. ICEMA requires Provider to use recycled paper for any printed or photocopied material created as a result of this Contract. Provider is also required to use both sides of paper sheets for reports submitted to ICEMA whenever practicable.

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

C.19 Improper Influence

Provider shall make all reasonable efforts to ensure that no County officer or employee, whose position in County 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 Provider or officer or employee of the Provider.

C.20 Improper Consideration

Provider 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 County 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 County 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.

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

C.21 Informal Dispute Resolution

In the event 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

Provider shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Provider shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Provider will notify County 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 Provider 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 Nondisclosure

Provider shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by ICEMA to Provider or an agent of Provider or otherwise made available to Provider or Provider’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Provider or an agent of Provider in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

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

Provider 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

Provider 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 Provider’s personnel, consultants, subproviders, 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 Provider's relationship with County may be made or used without prior written approval of ICEMA.

C.34 Representation of County

In the performance of this Contract, Provider, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA or San Bernardino County.

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

Provider shall obtain ICEMA's written consent, which ICEMA may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subproviders who may supply any part of the Services to County. At ICEMA's request, Provider shall provide information regarding the subprovider's qualifications and a listing of a subprovider's key personnel including, if requested by ICEMA, resumes of proposed subprovider personnel. Provider shall remain directly responsible to ICEMA for its subproviders and shall indemnify County for the actions or omissions of its subproviders under the terms and conditions specified in Section G. All approved subproviders shall be subject to the provisions of this Contract applicable to Provider Personnel.

For any subprovider, Provider shall:

- 36.1** Be responsible for subprovider compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subprovider follows ICEMA's reporting formats and procedures as specified by ICEMA.
- 36.3** Include in the subprovider's subcontract substantially similar terms as are provided in Sections B. Provider Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, ICEMA will have the right to enter into direct Contracts with any of the Subproviders. Provider agrees that its arrangements with Subproviders will not prohibit or restrict such Subproviders from entering into direct Contracts with ICEMA.

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 Provider 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. Provider 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 Provider for ICEMA.

C.38 Termination for Convenience

ICEMA reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon receipt of termination notice Provider shall promptly discontinue services unless the notice directs otherwise.

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

Provider shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subproviders and ICEMA. Provider shall make a reasonable effort to prevent employees, subproviders, 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 employment of persons with whom Provider'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 County Administrative Officials

Provider agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Provider. The information provided includes a list of former County administrative officials who terminated County 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 Provider. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County 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

ICEMA reserves the right to request the information described herein from the Provider. 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 Provider also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

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

In addition, the Provider 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 Provider 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" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge ICEMA as the funding agency and Provider as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Provider in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with ICEMA prior to publication.

C.45 RESERVED

C.46 RESERVED

C.47 RESERVED

C.48 California Consumer Privacy Act

To the extent applicable, if Provider is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Provider 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. Provider must contact 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. Provider must not sell, market or otherwise disclose personal information of a consumer provided by ICEMA unless specifically authorized pursuant to terms of this Contract. Provider must immediately provide to ICEMA any notice provided by a consumer to Provider 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. Provider 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 RESERVED

C.50 Campaign Contribution Disclosure (SB 1439)

Provider has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 Provider's proposal to ICEMA, or (2) 12 months before the date this Contract was approved by the Board of Directors. Provider acknowledges that under Government Code section 84308, Provider 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 ICEMA's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Provider will provide the County 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 Provider or by a parent, subsidiary or otherwise related business entity of Provider.

D. TERM OF CONTRACT

This Contract shall become effective upon execution by all Parties and will be in effect for one (1) year but may be extended annually for the next four (4) consecutive years, upon satisfactory performance of contractual obligations as determined by ICEMA, payment of applicable fees, and mutual written agreement of the Parties, for a total of five (5) years, but may be terminated earlier in accordance with provisions of this Contract.

E. ICEMA RESPONSIBILITIES

- E.1** Provide PROVIDER with all adopted policies, procedures and protocols relating to emergency medical care.
- E.2** Involve PROVIDER in ICEMA's CQI program.
- E.3** Provide PROVIDER annual data report (calendar year) of PROVIDER's EMS activities.
- E.4** Communicate, as necessary, with PROVIDER's Medical Director and EMS coordinator(s) and/or designee.
- E.5** Schedule periodic meetings with the PROVIDER's Medical Director or designee to assist in assuring in the delivery of a quality EMS program in compliance with ICEMA policies, procedures and protocols, as well as applicable State and County regulations relating to emergency medical care.
- E.6** Impose no duty, obligation, or burden upon PROVIDER as an IFT transport provider which is not uniformly applied to all other transport providers.
- E.7** Strive to ensure a positive, communicative, and effective working relationship with PROVIDER.
- E.8** Continue to honor PROVIDER's responsibilities and rights in connection with the administration of PROVIDER's IFT transport services, including but not limited to placement/location of

ambulances, staffing, equipment and system delivery of IFT transport services as long as PROVIDER does not violate State and County regulations and/or ICEMA's policies, procedures and protocols that relate to emergency medical care.

E.9 Offer PROVIDER's field personnel all training programs, certifications and accreditation made available to all other EMS providers, in accordance with ICEMA's standard fee schedule for such programs, certifications and accreditation services.

E.10 Maintain any data received by ICEMA from PROVIDER pursuant to this AGREEMENT solely for the purpose of evaluating and improving ICEMA's overall EMS system.

F. RESERVED

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Provider agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless ICEMA and 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 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 Provider indemnification obligation applies to ICEMA's "active" as well as "passive" negligence but does not apply to ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

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.

G.3 Waiver of Subrogation Rights

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

G.4 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.5 Severability of Interests

The Provider 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 Provider and ICEMA or between ICEMA and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Provider 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 Provider shall maintain such insurance from the time Provider commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Provider 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.

G.7 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".

G.8 Deductibles and Self-Insured Retention

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

G.9 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, ICEMA 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 ICEMA will be promptly reimbursed by the Provider or ICEMA payments to the Provider will be reduced to pay for ICEMA purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by 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 the County's risk.

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

Any failure, actual or alleged, on the part of ICEMA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of ICEMA.

G.11 The Provider agrees to provide insurance set forth in accordance with the requirements herein. If the Provider uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Provider 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 Provider shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 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 Provider and all risks to such persons under this contract.

If Provider has no employees, it may certify or warrant to 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 County’s Director of Risk Management.

With respect to Providers 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.11.2 Commercial/General Liability Insurance – The Provider shall carry General Liability Insurance covering all operations performed by or on behalf of the Provider 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.11.3 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 Provider 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 Provider owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 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.11.5 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

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

G.11.6 Abuse/Molestation Insurance – Provider 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. SUCCESSORS AND ASSIGNS

H.1 This Contract shall be binding upon ICEMA and Provider and their respective successors and assigns.

H.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Provider without the prior written consent and approval of ICEMA.

I. RIGHT TO MONITOR AND AUDIT

I.1 The County, 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 Provider in the delivery of services provided under this Contract. Provider shall give full cooperation, in any auditing or monitoring conducted. Provider shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

I.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Provider 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 Provider 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 Provider for and during the period in which Provider 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 Provider 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 Provider. In the event of such termination, ICEMA may proceed with the work in any manner deemed proper by ICEMA. The cost to ICEMA shall be deducted from any sum due to the Provider under this Contract and the balance, if any, shall be paid by the Provider upon demand.

K. 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:

EMS Administrator
Inland Counties Emergency Medical Agency
1425 South "D" Street
San Bernardino, CA 92415-0060

Jeff Grange, CEO
Symons Emergency Specialties, Inc.
1801 Orange Tree Lane Suite 130
Redlands, CA 92374

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

L. 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.

M. ELECTRONIC SIGNATURES

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

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

Inland Counties Emergency Medical Agency

►

Dawn Rowe, Chair, Board of Directors

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

Lynna Monell
Secretary

B

y

Deputy

Symons Emergency Specialties, Inc.
DBA Symbiosis

B

y

►

(Authorized signature - sign in blue ink)

Name Jeff Grange

Title CEO

Dated: _____

Address 1801 Orange Tree Lane Suite 130

Redlands, CA 92374

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

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.

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

1. Name of Provider: Symons Emergency Specialties, Inc. DBA Symbiosis
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: Jeff Grange, CEO
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): Jeff Grange, Judd Symons, Dawn Downs
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Premier Medical Transportation, Inc.	shared management

6. Name of agent(s) of Provider:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Delta Ventures	Dave Ellis	

7. Name of Subprovider(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subprovider (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	Subprovider(s):	Principal and/or Agent(s):

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

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 on or after January 1, 2023, 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/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Provider certifies that the statements made herein are true and correct. Provider 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.