

Contract Number

SAP Number



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

Inland Counties Emergency Medical Agency

Department Contract Representative	Daniel Muñoz
Telephone Number	(909) 388-5807
Contractor	Arrowhead Regional Medical Center
Contractor Representative Telephone Number	(909) 580-6150
Contract Term	July 1, 2025 to June 30, 2028
Original Contract Amount	\$300,000
Amendment Amount	
Total Contract Amount	\$300,000
Cost Center	1110002687

IT IS HEREBY AGREED AS FOLLOWS:

This Memorandum of Understanding (“MOU”) is hereby entered into by and between INLAND COUNTIES EMERGENCY MEDICAL AGENCY (hereinafter referred to as “ICEMA”) and SAN BERNARDINO COUNTY on behalf of Arrowhead Regional Medical Center (hereinafter referred to as “HOSPITAL”), and collectively referred to as the “Parties”.

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

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

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

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

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

WHEREAS, on May 7, 2024, ICEMA and HOSPITAL entered into MOU No. 18-404 A-3, in which ICEMA designated the HOSPITAL as a Level I Trauma Center within ICEMA's regional EMS system and;

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

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

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

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

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

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

A. SCOPE

A.1 It is the intent of the Parties to establish guidelines and requirements for the disbursement and receipt of Pediatric Trauma Care funds.

B. HOSPITAL RESPONSIBILITIES

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

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

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

C. GENERAL MOU REQUIREMENTS

C.1 Recitals

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

C.2 MOU Amendments

HOSPITAL agrees any alterations, variations, modifications, or waivers of the provisions of the 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 HOSPITAL and ICEMA.

C.3 MOU Assignability

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

C.4 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. ICEMA does not guarantee or represent that the HOSPITAL will be permitted to perform any minimum amount of work, or receive compensation other than on a per-order basis, under the terms of this MOU.

C.5 Attorney's Fees and Costs

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

C.6 Reserved.

C.7 Change of Address

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

C.8 Choice of Law

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

C.9 Reserved.

C.10 Confidentiality

The Parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this 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 Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

C.11 Primary Point of Contact

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

C.12 ICEMA Representative

The EMS Administrator or his/her designee shall represent the ICEMA and the ARMC Chief Executive Officer shall represent HOSPITAL 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 by HOSPITAL. If this MOU was initially approved by the ICEMA Board of Directors and the San Bernardino County ("County") Board of Supervisors, then the ICEMA Board of Directors and County Board of Supervisors must approve all amendments to this MOU.

C.13 Reserved.

C. 14 Debarment and Suspension

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

registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Reserved.

C.16 Duration of Terms

This 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.

C.17 Employment Discrimination

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

C.18 Environmental Requirements

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

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

C.19 Improper Influence

HOSPITAL shall make all reasonable efforts to ensure that no ICEMA officer or employee, whose position in the ICEMA enables him/her to influence any award of the 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 the HOSPITAL or officer or employee of the HOSPITAL .

C.20 Improper Consideration

HOSPITAL shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the ICEMA in an attempt to secure favorable treatment regarding this 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 the ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a MOU has been awarded.

HOSPITAL shall immediately report any attempt by a ICEMA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from HOSPITAL. The report shall be made to the supervisor or manager charged with supervision of the employee or the

ICEMA Administrative Office. In the event of a termination under this provision, the ICEMA is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this MOU 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 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.

C.23 Licenses, Permits and/or Certifications

Each Party 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 Party shall maintain these licenses, permits and/or certifications in effect for the duration of this MOU. Each Party will notify the other 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 MOU.

C.24 Material Misstatement/Misrepresentation

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

C.25 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".

C.26 Reserved.

C.27 Notice of Delays

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

C.28 Reserved.

C.29 Reserved.

C.30 Air, Water Pollution Control, Safety and Health

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

C.31 Records

HOSPITAL shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. All records shall be complete and current and comply with all MOU requirements. Failure to maintain acceptable records shall be

considered grounds for withholding of payments for invoices submitted and/or termination of the MOU.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this MOU 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 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.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the MOU or Contractor's relationship with ICEMA may be made or used without prior written approval of the ICEMA, except for any public announcements required under California law.

C.34 Representation of the County

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

C.35 Strict Performance

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

C.36 Reserved

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

C.38 Termination for Convenience

The ICEMA reserves the right to terminate the MOU, for its convenience, with or without cause, with a ninety (90) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the HOSPITAL for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice HOSPITAL shall promptly discontinue services unless the notice directs otherwise. HOSPITAL shall deliver promptly to ICEMA and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

C.39 Time of the Essence

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

C.40 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, 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 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, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

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

C.42 Reserved

C.43 Disclosure of Criminal and Civil Procedures

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

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

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

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

C.44 Reserved.

C.45 Reserved.

C.46 Reserved.

C.47 Successors And Assigns

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

C.48 Reserved

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

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

C.50 Reserved.

D. TERM OF MOU

The term of the MOU shall be from July 1, 2025, through June 30, 2028, so long as HOSPITAL is designated as a Pediatric Trauma Care Center. The term of the MOU may not extend past three years, at which time, all remaining funds will be forfeited by the HOSPITAL if sufficient documentation has not been provided for reimbursement. Notwithstanding the foregoing, either party may terminate this MOU, at any time, upon ninety (90) days written notice to the other Party.

In the event that HOSPITAL is temporarily unable to meet the terms of this MOU, HOSPITAL shall promptly notify ICEMA. In the event that ICEMA is unable to meet the terms of this MOU, ICEMA's EMS Administrator shall promptly notify HOSPITAL.

E. ICEMA RESPONSIBILITIES

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

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

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this MOU shall not exceed \$300,000.00. The consideration to be paid to HOSPITAL, as provided herein, shall be in full payment for all HOSPITAL's services and expenses incurred in the performance hereof, including travel and per diem, for which the HOSPITAL has provided sufficient documentation of incurred expenses.

- F.2** For services satisfactorily rendered, and upon receipt and approval of the invoices, ICEMA agrees to compensate the HOSPITAL for actual expenditures incurred as outlined in ATTACHMENT A – Approved Expenses. Modifications to ATTACHMENT A – Approved Expenses must be approved by ICEMA prior to submission for reimbursement.
- F.3** Funds made available under this MOU shall not supplant any federal, state or any governmental funds intended for services of the same nature as this MOU. HOSPITAL shall not claim reimbursement or payment from ICEMA for, or apply sums received from ICEMA with respect to, that portion of its obligations which have been paid by another source of revenue. HOSPITAL agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of ICEMA.
- F.4** ICEMA is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this MOU however designated, levied or imposed, unless ICEMA would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

HOSPITAL agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless ICEMA and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from HOSPITAL's negligent acts or omissions which arise from HOSPITAL's performance of its obligations under this MOU.

ICEMA agrees to indemnify, defend (with counsel reasonably approved by HOSPITAL), and hold harmless HOSPITAL and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from ICEMA's negligent acts or omissions which arise from ICEMA's performance of its obligations under this MOU.

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

G.2 Insurance

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

H. RIGHT TO MONITOR AND AUDIT

H.1 ICEMA, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of HOSPITAL in the delivery of services provided under this MOU. HOSPITAL shall give full cooperation, in any auditing or monitoring conducted. HOSPITAL shall cooperate with the ICEMA in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements established by the ICEMA.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by ICEMA representatives for a period of three years after final payment under this MOU or until all pending ICEMA, State and Federal audits are completed, whichever is later. If said records are not made available at the scheduled monitoring visit, HOSPITAL may, at ICEMA's option, be required to reimburse ICEMA for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time).

H.3 HOSPITAL shall provide all reasonable facilities and assistance for the safety and convenience of ICEMA's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of HOSPITAL.

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

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

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

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

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by either Party to comply with any of the provisions, covenants, requirements or conditions of this MOU shall be a material breach of this MOU.

I.2 In the event of a non-cured breach, the non-breaching Party may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this MOU:

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

J. NOTICES

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

To ICEMA:

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

To HOSPITAL:

CEO
Arrowhead Regional Medical Center
400 N Pepper Ave
Colton, CA 92324

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

K. ENTIRE AGREEMENT

This 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 agreement 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.

L. ELECTRONIC SIGNATURES

This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU upon request.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ICEMA and HOSPITAL have each caused this MOU 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
CHAIR OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

**SAN BERNARDINO COUTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**



Dawn Rowe , Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors of
San Bernardino County

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____ John Tubbs II, Deputy County Counsel	▶ _____	▶ _____ Daniel Muñoz, EMS Administrator
Date _____	Date _____	Date _____

ATTACHMENT A – APPROVED EXPENSES

Name	Quantity
Quinflow - Blood warmer	1
GE/ Venue R4 - U/Smachine	1
GE/ Venue Go R4 - U/Smachine	1
GD CAREpoint - Base Station System	1
Pediatric Education Fund - Classes	Mult