



Contract Number

20-534 A-1

SAP Number

Inland Counties Emergency Medical Agency

| | |
|---|--|
| Department Contract Representative | <u>Daniel Muñoz</u> |
| Telephone Number | <u>388-5807</u> |
| Contractor | <u>Kaiser Foundation Hospitals – Fontana</u> |
| Contractor Representative | <u>Georgina R. Garcia, Senior Vice President</u> |
| Telephone Number | <u>909-427-7701</u> |
| Contract Term | <u>July 1, 2020 – June 30, 2029</u> |
| Original Contract Amount | <u>\$95,225</u> |
| Amendment Amount | <u></u> |
| Total Contract Amount | <u>\$171,405</u> |
| Cost Center | <u>1110002686</u> |
| Grant Number (if applicable) | <u></u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as “**ICEMA**”) which is the local emergency medical services (EMS) agency for San Bernardino County and Kaiser – Fontana (hereinafter referred to as “**HOSPITAL**”), which maintains an acute care hospital located in San Bernardino County, California, entered into Contract No. 20-534 on June 23, 2020 for designation of HOSPITAL by ICEMA as a Primary Stroke facility. ICEMA and HOSPITAL are hereinafter collectively referred to as the “Parties”; and

WHEREAS, **ICEMA** and **HOSPITAL** now desire to amend Contract No. 20-534 to extend the term of the contract for the period of July 1, 2025, through June 30, 2029 (“First Amendment”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree the Contract No. 20-534, is amended as follows:

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

“2. TERM OF CONTRACT

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

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

"15. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE

Contractor has disclosed to ICEMA using Attachment "A" - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$500 to any member of the Board of Directors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to ICEMA, or (2) 12 months before the date this contract was approved by the Board of Directors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Directors or other County elected officer for 12 months after the ICEMA's consideration of the contract.

In the event of a proposed amendment to this contract, the Contractor will provide ICEMA a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Directors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

4. All other provisions and terms of the contract shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Contract and this Amendment, the terms and conditions of this Amendment shall control.

END OF AMENDMENT.

[SIGNATURE PAGE FOLLOWS]

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

INLAND COUNTIES EMERGENCY MEDICAL
AGENCY

►

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 of the Board of Directors

By _____
Deputy

Kaiser Foundation Hospitals – Fontana

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

By ►

(Authorized signature - sign in blue ink)

Name _____ Georgina R. Garcia

(Print or type name of person signing contract)

Title _____ Senior Vice President, Area Manager

(Print or Type)

Dated: _____ 02-27-25

Address _____ 9961 Sierra Ave.

Fontana, CA 92335

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”
Levine Act Campaign Contribution Disclosure
(formerly referred to as SB 1439)

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

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

DEFINITIONS

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

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-subsidiary relationship but meets one of the following criteria:

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

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

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

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

1. Name of CONTRACTOR: Kaiser Foundation Hospitals – Fontana

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes ☒ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No ☐

3. 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: Georgina R. Garcia

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): n/a

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|--------------|--------------|
| n/a | |
| | |

6. Name of agent(s) of CONTRACTOR:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|--------------|----------|---|
| n/a | | |
| | | |

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

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|--------------|-------------------|----------------------------|
| n/a | | |
| | | |

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

| Company Name | Individual(s) Name |
|--------------|--------------------|
| n/a | |
| | |

9. Was a campaign contribution, of more than \$500, made to any member of the ICEMA Board of Directors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

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

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

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

By signing this Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Directors or other County elected officer while this matter is pending and for 12 months after a final decision is made by ICEMA.

Signature

Date

02-27-25

Richard A. Sarpong
Print Name

Print Entity Name, if applicable