



**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**, 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 residents and visitors within the Fire District, and mutual aid responses when requested, with BLS and ALS transport services when available, 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 hereto agree as follows:

**1. SCOPE**

It is the intent of the Parties to authorize the provision of BLS or ALS transport services. This AGREEMENT will authorize BLS or ALS transport services and does not impose an obligation to respond or liability on either Party.

**2. TERM OF AGREEMENT**

This AGREEMENT shall commence on January 1, 2020, provided it has been executed by both Parties prior to said date, and will continue in effect for five (5) years (through December 31, 2024). Notwithstanding the foregoing, either Party may terminate this AGREEMENT at any time, upon ninety (90) days written notice to the other Party.

In the event that PROVIDER is temporarily unable to meet the terms of this AGREEMENT, PROVIDER's Fire Chief, or designee, shall promptly notify ICEMA. In the event that ICEMA is unable to meet the terms of this AGREEMENT, ICEMA's EMS Administrator shall promptly notify PROVIDER.

**3. PROVIDER RESPONSIBILITIES**

PROVIDER accepts and agrees to perform the following duties, obligations, and responsibilities:

- 3.01 Provide a map(s) outlining PROVIDER's defined geographic area of operation as a BLS/ALS transport provider, a copy of which is attached hereto as EXHIBIT 1 and incorporated herein by reference.
- 3.02 Notify ICEMA and other applicable governmental jurisdictional agencies within a reasonable time of any modification of geographical area(s) of services and provide ICEMA with updated map(s) reflecting such modifications.
- 3.03 Provide approved level of BLS or ALS transport 24 hours a day, 7 days a week in the stated geographical area.
- 3.04 Provide service with a minimum of two (2) State certified emergency medical technicians (EMTs) per BLS unit, or one (1) ICEMA accredited emergency medical technician - paramedic (EMT-P) and one (1) State certified EMT when staffed as an ALS unit.
- 3.05 Utilize primarily the assigned base hospital(s) for coordination, medical direction and training.

- 3.06 Provide visible identification of accreditation\certification of EMS field personnel.
- 3.07 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 the ICEMA 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.
- 3.08 Appoint an EMS Coordinator(s) to be the liaison with ICEMA, the assigned base hospital and receiving facilities.
- 3.09 Facilitate the scheduling of periodic meetings by the ICEMA staff with the PROVIDER's Medical Director or his/her designee to insure compliance with local policies and/or procedures related to this AGREEMENT and which fall within the purview of ICEMA.
- 3.10 Notify ICEMA of significant BLS or ALS service problems or changes in a timely manner, including but not limited to:
  - A. Base hospital complaints.
  - B. Changes in status of certified/accredited personnel, i.e., termination, classification, etc.
  - C. Changes in station location(s).
  - D. Radio frequency interference which causes operational problems.
- 3.11 Maintain and inventory drugs and equipment as outlined by applicable ICEMA policies, procedures and protocols.
- 3.12 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.
- 3.13 Comply with all ICEMA protocols, policies and procedures, as well as applicable State regulations relating to emergency medical care.
- 3.14 Provide EMS field personnel with educational updates to include written copies of any revisions in ICEMA protocols, policies, and procedures prior to the implementation date as stated by ICEMA.
- 3.15 Comply with EMS training guidelines as approved by ICEMA relating to emergency medical care.
- 3.16 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.
- 3.17 Intern ALS trainees from approved training programs, when feasible.
- 3.18 Ensure that no vehicle shall be represented as an ALS unit unless it meets the current emergency medical care standards as established by ICEMA.
- 3.19 Ensure that no EMS field personnel shall actively function as or provide BLS and ALS services unless all approved equipment and supplies inventory is readily available at the site of a medical emergency.

- 3.20 Strive to ensure a positive, communicative, and effective working relationship with ICEMA.
- 3.21 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 related to the incident being staffed by PROVIDER.

#### **4. ICEMA RESPONSIBILITIES**

ICEMA accepts and agrees to perform the following duties, obligations, and responsibilities:

- 4.01 Provide PROVIDER with all adopted protocols, policies, and procedures relating to emergency medical care.
- 4.02 Involve PROVIDER in ICEMA's CQI Program.
- 4.03 Provide PROVIDER annual data report (calendar year) of PROVIDER's EMS activities.
- 4.04 Communicate, as necessary with the PROVIDER's Medical Director, EMS Coordinator and/or Fire Chief.
- 4.05 Assign a Base Hospital to PROVIDER.
- 4.06 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 applicable laws, regulations and protocols related to emergency medical care.
- 4.07 Impose no duty, obligation, or burden upon PROVIDER as a BLS or ALS transport provider which is not uniformly applied to all other providers of BLS or ALS services.
- 4.08 Strive to ensure a positive, communicative, and effective working relationship with PROVIDER.
- 4.09 Continue to honor PROVIDER's responsibilities and rights in connection with the administration of PROVIDER's EMS program, including but not limited to placement/location of units, staffing, equipment and system delivery of BLS or ALS services as long as PROVIDER does not violate State and/or ICEMA's policies, procedures and protocols that relate to emergency medical care.
- 4.10 Offer PROVIDER EMS 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.
- 4.11 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.

#### **5. GENERAL AGREEMENT REQUIREMENTS**

##### **5.01 Legality and Severability**

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

#### **5.02 Representation of ICEMA**

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

#### **5.03 Relationship of the Parties**

Nothing contained in this AGREEMENT 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.

#### **5.04 Primary Point of Contact**

PROVIDER will designate an individual to serve as the primary point of contact for the AGREEMENT. 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.

#### **5.05 Change of Address**

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

#### **5.06 Subcontracting**

PROVIDER agrees not to enter into any subcontracting agreements for work contemplated under this AGREEMENT without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as PROVIDER. PROVIDER shall be fully responsible for the performance and payments of any subcontractor's contract.

#### **5.07 Agreement Assignability**

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

#### **5.08 Agreement Modification**

PROVIDER agrees any alterations, variations, modifications, or waivers of the provisions of the AGREEMENT, shall be valid only when reduced to writing, executed and attached to the original AGREEMENT and approved by the person(s) authorized to do so on behalf of PROVIDER and ICEMA.

#### **5.09 Duration of Terms**

This AGREEMENT, 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 AGREEMENT.

#### **5.10 Time of the Essence**

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

#### **5.11 Strict Performance**

Failure by a Party to insist upon the strict performance of any of the provisions of this AGREEMENT 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 AGREEMENT thereafter.

#### **5.12 Mutual Covenants**

The Parties to this AGREEMENT 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".

#### **5.13 AGREEMENT Exclusivity**

This is not an exclusive AGREEMENT. ICEMA reserves the right to enter into an agreement 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 AGREEMENT.

#### **5.14 Notification Regarding Performance**

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

#### **5.15 Attorney's Fees and Costs**

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

#### **5.16 Venue**

The Parties acknowledge and agree that this AGREEMENT 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 AGREEMENT will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow it to request or demand a change of venue. If any action or claim concerning this AGREEMENT is brought by any third party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

#### **5.17 Choice of Law**

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

#### **5.18 Licenses, Permits and/or Certifications**

PROVIDER shall ensure that it has all necessary licenses, permits and/or certifications required by applicable 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 AGREEMENT. PROVIDER will notify ICEMA 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 AGREEMENT.

#### **5.19 Conflict of Interest**

PROVIDER shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA and/or the County of San Bernardino (“**COUNTY**”). PROVIDER shall make a reasonable effort to prevent employees, PROVIDER, or members of its governing body 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 AGREEMENT. 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.

#### **5.20 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 ICEMA in an attempt to secure favorable treatment regarding this AGREEMENT.

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

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

#### **5.21 Former County Administrative Officials**

PROVIDER agrees to provide, or has already provided information on former ICEMA and/or County administrative officials (as defined below) who are employed by or represent PROVIDER. The information provided includes a list of former ICEMA and/ or County administrative officials who terminated ICEMA and/or County employment within the last five years and who are now officers, employees, consultants or agents of PROVIDER. For purposes of this provision, “ICEMA and/or County administrative officials” is defined as a member of the County Board of Supervisors or such officer’s staff, San Bernardino 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.

#### **5.22 Improper Influence**

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

AGREEMENT or shall have any relationship to the PROVIDER or officer or employee of the PROVIDER.

#### **5.23 Material Misstatement/Misrepresentation**

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

#### **5.24 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the AGREEMENT or PROVIDER's relationship with ICEMA may be made or used without prior written approval of ICEMA.

#### **5.25 Debarment and Suspension**

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

#### **5.26 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 AGREEMENT 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.

#### **5.27 ICEMA Representative**

The EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this AGREEMENT, including termination and assignment of this AGREEMENT, and shall be the final authority in all matters pertaining to the Services/Scope of Work by PROVIDER. ICEMA's Board of Directors must approve all amendments to this AGREEMENT.

#### **5.28 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 AGREEMENT, that Party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other Party.

#### **5.29 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 AGREEMENT or that become effective during the term of this AGREEMENT, 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).

**5.30 Public Health Authority**

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

**5.31 No Third-Party Beneficiaries**

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

**6. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**6.1 Indemnification**

The PROVIDER agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless ICEMA and/or the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this AGREEMENT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by ICEMA and/or the County 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 the ICEMA and/or County's "active" as well as "passive" negligence but does not apply to ICEMA and/or the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**6.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming ICEMA and/or the County 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 and/or the County to vicarious liability but shall allow coverage for ICEMA and/or the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**6.3 Waiver of Subrogation Rights**

The PROVIDER shall require the carriers of required coverages to waive all rights of subrogation against ICEMA and/or the County, its officers, employees, agents, volunteers, contractors and subcontractors. 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 and/or the County.

**6.4 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 and/or the County.

**6.5 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, ICEMA and/or the County or between ICEMA and/or the County and any other insured or additional insured under the policy.

## 6.6 **Proof of Coverage**

The PROVIDER shall furnish Certificates of Insurance to ICEMA and/or the County Department administering the AGREEMENT evidencing the insurance coverage at the time the AGREEMENT 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 ICEMA, 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 AGREEMENT, 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.

## 6.7 **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".

## 6.8 **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.

## 6.9 **Failure to Procure Coverage**

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

## 6.10 **Insurance Review**

Insurance requirements are subject to periodic review by ICEMA and/or the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of ICEMA and/or the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA and/or the County, inflation, or any other item reasonably related to ICEMA's and/or the County's risk.

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

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

- 6.11 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 AGREEMENT term the following types of insurance with limits as shown:

- A. 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 AGREEMENT.

If PROVIDER has no employees, it may certify or warrant to ICEMA and/or the County 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 contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- B. 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.

- C. 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.

- D. 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.

- E. 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  
or  
Errors and Omissions Liability Insurance - Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
- F. Cyber Liability - PROVIDER, at its sole cost and expense, shall carry Cyber Liability Insurance, with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**7. RIGHT TO MONITOR AND AUDIT**

- 7.01 At any time during normal business hours, and as often as may reasonably be deemed necessary, ICEMA's representatives may observe PROVIDER's operations. PROVIDER shall make available to ICEMA for its examination, its records with respect to all matters covered by this AGREEMENT, and make excerpts or transcripts from such records, and may make audits of the agreements, invoices, materials, inventory records, roster of all EMS licensed/certified and/or accredited personnel, daily logs, and other data related to all matters covered by this AGREEMENT. ICEMA representatives may, at any time, and without notification, directly observe PROVIDER's operation at any of PROVIDER's facilities including dispatch, maintenance, operations, unit station(s), posting location(s), etc. ICEMA representatives may ride as a "third person" on any of the PROVIDER's units at any time, provided that in exercising this right to inspection and observation, ICEMA representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with PROVIDER's personnel in the performance of their duties.
- 7.02 The provisions of Section 7.01 notwithstanding, if ICEMA has reasonable cause to believe that a significant and substantial violation of this AGREEMENT that may endanger the general public health and/or is necessary to preserve records that relate to the enforcement provisions of this AGREEMENT has occurred, or is imminent, upon demand, ICEMA shall have immediate access to PROVIDER's operations, data, and records.
- 7.03 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 (3) years after final payment under this AGREEMENT or until all pending ICEMA, State and Federal audits are completed, whichever is later.

**8. CORRECTION OF PERFORMANCE DEFICIENCIES**

- 8.01 Failure by either Party to comply with any of the provisions, covenants, requirements or conditions of this AGREEMENT shall be a material breach of this AGREEMENT.
- 8.02 In the event of a non-cured breach, ICEMA may, at its sole reasonable discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this AGREEMENT:
  - A. Afford PROVIDER thereafter a time period within which to cure the breach, which period shall be established at the sole reasonable discretion of ICEMA; and/or
  - B. Suspend PROVIDER's BLS or ALS Authorization for and during the period in which PROVIDER is in breach.

- C. Terminate this AGREEMENT for cause, by giving written notice specifying the reason and the effective date, which shall be not less than fifteen (15) days after the delivery of the written notice.

8.03 In the event of a non-cured breach, PROVIDER may, at its sole reasonable discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this AGREEMENT:

- A. Afford ICEMA thereafter a time period within which to cure the breach, which period shall be established at the sole reasonable discretion of PROVIDER; and/or
- B. Terminate this AGREEMENT for cause, by giving written notice specifying the reason and the effective date, which shall be not less than fifteen (15) days after the delivery of the written notice.

## **9. NOTICES**

All written notices provided for in this AGREEMENT 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 PROVIDER:

Fire Chief  
White Mountain Fire Protection District  
25470 Highway 6  
Benton, CA 93512

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

## **10. ENTIRE AGREEMENT**

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

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

▶  
\_\_\_\_\_  
Curt Hagman, Chairman, 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

By \_\_\_\_\_  
Deputy

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

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**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  
▶  
Thomas G. Lynch, EMS Administrator  
Date \_\_\_\_\_