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Contract Number

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	Thomas G. Lynch
Telephone Number	(909) 388-5823
Contractor	Sierra - Sacramento Valley EMS Agency
Contractor Representative	Vickie Pinette, Executive Director
Telephone Number	(442) 265-1364
Contract Term	July 1, 2020 - June 30, 2023
Original Contract Amount	$105,000
Amendment Amount	
Total Contract Amount	$105,000
Cost Center	1110002686

IT IS HEREBY AGREED AS FOLLOWS:

This CONTRACT is hereby entered into by and between **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as "**ICEMA**") and **SIERRA - SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES AGENCY (**hereinafter referred to as "**CONTRACTOR**"), to provide access to the ICEMA Emergency Medical Services (EMS) data system. ICEMA and CONTRACTOR are hereinafter collectively referred to as the "Parties".

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

WHEREAS, ICEMA owns a suite of EMS and trauma specific data collection tools designed to collect and share health information between provider agencies and hospitals. This network, provides the framework necessary for the collection and exchange of health information between EMS providers, hospitals, the LEMSA, the State Data Repository and federal agencies; and

WHEREAS, ICEMA has entered into a contract with the State of California, Emergency Medical Services Authority (EMSA) revenue Contract No. 18-669, to provide data collection and maintenance of statewide EMS and trauma data; and

WHEREAS, CONTRACTOR is the LEMSA for Sierra - Sacramento Valley region and desires to submit EMS and trauma data for statewide inclusion into the national database; and

WHEREAS, ICEMA agrees to provide access to the ICEMA EMS data system to CONTRACTOR and

WHEREAS, the CONTRACTOR agrees to comply with the terms and conditions as expressed herein;

NOW, THEREFORE, ICEMA AND CONTRACTOR agree as follows:

1. DEFINITIONS

1.1 **California EMS Information System (CEMSIS)**: The California Data Repository for the collection of EMS patient care data.

1.2 **Electronic Patient Care Report (ePCR)**: Method for the electronic documentation of patient care.

1.3 **Elite**: A part of ICEMA EMS data system that includes EMS web-based ePCR collection.

1.4 **Elite Field**: A part of ICEMA EMS data system that includes an optional mobile ePCR for data collection in real time.

1.5 **Hospital Dashboard/Hospital Hub**: Provides hospitals with notification and a copy of the ePCR for inbound patients; increases hospital readiness with a complete ePCR for inbound patients; provides view of inbound patients from multiple services simultaneously; provides first step in health information exchange.

1.6 **Software Abstract**: ICEMA's EMS data system software (Elite) contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from prehospital patient care reports.

2. TERM OF CONTRACT

The term of this CONTRACT is effective as of July 1, 2020, and expires June 30, 2023, but may be terminated earlier in accordance with provisions of this CONTRACT.

Each Party reserves the right to terminate the CONTRACT, for any reason, with a thirty (30) day written notice of termination. Upon receipt of termination notice the noticed Party shall promptly discontinue services unless the notice directs otherwise.

3. FISCAL PROVISIONS

3.1 Access and Maintenance Fees: CONTRACTOR shall be assessed an annual access and maintenance fee in the amount of $35,000, due and payable on July 1st of each year. Fees are not refundable or prorated if the CONTRACT is terminated.

3.2 Per Call Fees: Per call fees shall be assessed at $1.00 per call and will be assessed only if the CONTRACTOR utilizes Elite Field. Per call fees shall be computed annually and are due and payable upon invoice. If this CONTRACT is terminated, all per call fees are due within thirty (30) business days of termination. If specified timelines are not met but CONTRACTOR can verify reasonable efforts to meet the timeline that are acceptable to ICEMA, failure to meet specified timelines will not constitute breach of contract.

4. CONTRACTOR RESPONSIBILITIES

4.1 Ensure setup of provider agencies' specific parameters, such as permission groups and service rights.

4.2 Ensure setup and maintenance of provider agencies' permissions, user IDs, and passwords.

4.3 Ensure that all information necessary for each provider agencies' setup, such as staff, vehicles, and stations, are input correctly.

4.4 Configure service defined questions.

4.5 Ensure that data reported to the State or other legal entities meets minimum standards and guidelines.

4.6 Ensure accurate reporting functions particular to the jurisdictional region.

4.7 Monitor provider agencies' actions and data input.

4.8 CONTRACTOR shall provide EMS and trauma patient care data to ICEMA.

5. ICEMA's RESPONSIBILITIES

5.1 Provide CONTRACTOR access to ICEMA's EMS data system utilizing the EMS web-based data collection program (Elite) for non-real-time entry of patient care reports.

5.2 Provide CONTRACTOR's approved providers access to ICEMA's EMS data system utilizing the EMS field-based data collection program (Elite Field) for real-time entry of patient care reports.

5.3 Configure necessary system parameters to enable providers within the jurisdictional region of the CONTRACTOR to enter patient specific care data using the Elite Field or Elite to collect real-time or near-time details using CEMSIS data elements.

5.4 Provide CONTRACTOR and approved providers access to ICEMA's EMS data system to generate reports necessary for process improvement.

5.5 Enable CONTRACTOR to submit data to CEMSIS.

5.6 Provide hospitals within the jurisdictional boundaries of CONTRACTOR, access to the Hospital Dashboard/Hospital Hub to provide the exchange of patient information prior to patient arrival at hospital.

5.7 Provide first line user (CONTRACTOR and provider agencies) support Monday - Friday, 7:00 am - 4:30 pm Pacific Time. ImageTrend will provide all secondary user support Monday - Friday, 8:30 am - 4:00 pm Central Time.

5.8 ICEMA will not be responsible for importing any data from CONTRACTOR's prior data systems.

5.9 ICEMA's EMS data system maintenance and upgrades, if applicable, are included in the ongoing support as contracted. This ensures continued attention to system performance, general maintenance and scheduled system upgrades. CONTRACTOR will be notified in advance of scheduled maintenance. It is the CONTRACTOR's responsibility to accept all updates and upgrades to ICEMA's EMS data system. All code releases also maintain the integrity of any CONTRACTOR specific configurations (templates, addresses, staff information, etc.) that have been implemented either by ICEMA's staff or CONTRACTOR's administrative staff.

5.10 ICEMA will work with CONTRACTOR as needed to develop queries and special reports, within the capabilities of the software, as requested in writing by CONTRACTOR.

5.11 ICEMA agrees to promptly address program issues or problems reported by CONTRACTOR and/or CONTRACTOR's data system users. All software defects are the responsibility of the software vendor to correct.

6. GENERAL CONTRACT REQUIREMENTS

6.1 Recitals

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

6.2 Contract Amendments

CONTRACTOR 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 CONTRACTOR and ICEMA.

6.3 Contract Assignability

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

6.4 Contract Exclusivity

This is not an exclusive Contract. ICEMA reserves the right to enter into a contract with other contractors for the same or similar services. ICEMA does not guarantee or represent that the CONTRACTOR 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.

6.5 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 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.

6.6 Reserved.

6.7 Change of Address

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

6.8 Choice of Law

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

6.9 Reserved.

6.10 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 Contract or that become effective during the term of this Contract, 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).

6.11 Primary Point of Contact

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

6.12 Reserved.

6.13 ICEMA 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 CONTRACTOR. If this Contract was initially approved by the ICEMA Board of Directors, then the ICEMA Board of Directors must approve all amendments to this Contract.

6.14 Reserved.

6.15 Debarment and Suspension

CONTRACTOR certifies that neither it nor its principals or subcontracts is presently disbarred, 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). CONTRACTOR 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.

6.16 Reserved.

6.17 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.

6.18 Reserved.

6.19 Reserved.

6.20 Improper Influence

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

6.21 Improper Consideration

CONTRACTOR 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 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 ICEMA 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.

CONTRACTOR shall immediately report any attempt by an ICEMA employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. 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.

6.22 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.

6.23 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.

6.24 Reserved.

6.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, ICEMA determines that CONTRACTOR 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.

6.26 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”.

6.27 Reserved.

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

6.29 Reserved.

6.30 Reserved.

6.31 Reserved.

6.32 Reserved.

6.33 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.

6.34 Reserved.

6.35 Representation of ICEMA

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

6.36 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.

6.37 Subcontracting

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

6.38 Reserved.

6.39 Reserved.

6.40 Time of the Essence

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

6.41 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, County of San Bernardino, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this 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, County of San Bernardino, San Bernardino District.

6.42 Conflict of Interest

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CONTRACTOR shall make a reasonable effort to prevent employees, CONTRACTOR, 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 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.

6.43 Former County/ICEMA Administrative Officials

CONTRACTOR agrees to provide, or has already provided information on former ICEMA and/or County of San Bernardino administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former County administrative officials who terminated ICEMA and/or 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 CONTRACTOR. For purposes of this provision, "ICEMA and/or 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.

6.44 Reserved.

6.45 Reserved.

6.46 Reserved.

6.47 Reserved.

6.48 Reserved.

6.49. Reserved.

6.50 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.

6.51 No Third-Party Beneficiaries

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

6.52 Data Ownership and Data Protection

All CONTRACTOR data collected remains at all times the property of the CONTRACTOR. ICEMA will not use or make available any personally identifiable information other than for administering the CONTRACTOR's account and for reporting to the State EMS Authority. During the term of this CONTRACT and after termination or expiration of the CONTRACT, ICEMA will not in any way transfer to any third-party other than as required for State and/or Federal reporting purposes, unless requested by CONTRACTOR in writing.

6.53 Data Configuration

ICEMA agrees to host certain data using standardized software abstract configuration.

7. INDEMNIFICATION

7.1 The CONTRACTOR agrees to defend and hold harmless the ICEMA, it's officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of any negligent act or omission of the CONTRACTOR, its officers, employees, agents or volunteers while performing its duties under this CONTRACT, including any costs or expenses incurred by the ICEMA, except as prohibited by law.

7.2 ICEMA agrees to defend and hold harmless the CONTRACTOR, it's officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of any negligent act or omission of the ICEMA, its officers, employees, agents or volunteers while performing its duties under this CONTRACT, including any costs or expenses incurred by the CONTRACTOR, except as prohibited by law.

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

8. INSURANCE

8.1 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.

8.2 Waiver of Subrogation Rights

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

8.3 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.

8.4 Severability of Interests

The CONTRACTOR 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 CONTRACTOR, ICEMA and/or the County or between ICEMA and/or the County and any other insured or additional insured under the policy.

8.5 Proof of Coverage

The CONTRACTOR shall furnish Certificates of Insurance to ICEMA evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the CONTRACTOR 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.

8.6 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".

8.7 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.

8.8 Failure to Procure Coverage

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

8.9 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 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 contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the ICEMA and/or 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.

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

8.10.1 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 CONTRACTOR and all risks to such persons under this contract.

If CONTRACTOR 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.

8.10.2 Commercial/General Liability Insurance - The CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR 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.

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

8.10.4 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.

8.10.5 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

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

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of ICEMA and/or the County.

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.

9. CORRECTION OF PERFORMANCE DEFICIENCIES

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

9.2 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 CONTRACTOR thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA; and/or

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

9.3 Any remaining fees owed ICEMA as a result of the termination shall be invoiced to the CONTRACTOR and shall become immediately due and payable.

10. 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 CONTRACTOR:

Executive Director
Sierra - Sacramento Valley Emergency Medical Services Agency
5995 Pacific Street
Rocklin, CA 95677

11. ENTIRE CONTRACT

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.

12. ELECTRONIC SIGNATURE COUNTERPARTS

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 email 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 THEREOF, ICEMA and CONTRACTOR have each caused this CONTRACT to be subscribed by its respective duly authorized officers, on its behalf.

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

SIERRA - SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES AGENCY
(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	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
John Tubbs II, Deputy County Counsel		Thomas G. Lynch, EMS Administrator
Date _____	Date _____	Date _____