



Contract Number

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	Thomas G. Lynch
Telephone Number	(909) 388-5823
Provider	American Medical Response
Provider Representative	Christopher Gordon, Regional Director
Telephone Number	(909) 477-5012
Contract Term	June 8, 2021 - September 30, 2021
Original Contract Amount	\$18,750
Amendment Amount	
Total Contract Amount	\$18,750
Cost Center	1110002686

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is hereby entered into by and between the **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as “**ICEMA**”) which is the local emergency medical services (EMS) agency for the County of San Bernardino (hereinafter referred to as “**COUNTY**”) and **AMERICAN MEDICAL RESPONSE OF INLAND EMPIRE** (hereinafter referred to as “**PROVIDER**”). ICEMA and PROVIDER 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 and PROVIDER desire to enter into this Contract to define roles and responsibilities of the PROVIDER and to define milestones to implement a scalable SEARCH, ALERT, FILE and RECONCILE (SAFR) model, funded by grant money from the California EMS Authority’s +EMS program, managed by Manifest MedEx (MX).

WHEREAS, this Contract will enable MX to share data that informs emergency care in the field, real time notification to Emergency Departments (EDs) of incoming patients, and the seamless transfer of electronic patient care records (ePCRs) to hospital electronic health records (EHRs) with PROVIDER.

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 MX revenue Contract No. 20-1209, to receive grant funding as reimbursement to local EMS providers and hospitals to enable MX to exchange data that informs hospitals with the emergency care provided in the field, real time notification to emergency departments of incoming patients, and the seamless transfer of EMS patient care documented in the patient's ePCRs to the hospital's electronic health records (EHRs); and

WHEREAS, the PROVIDER has skilled personnel and facilities available to undertake such a program; and

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

1. TERM OF CONTRACT

This Contract is effective as of June 8, 2021, and expires September 30, 2021, but may be terminated earlier in accordance with provisions of this Contract. Any extension of this Contract is contingent upon receipt by ICEMA of specific funding.

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.

2. FISCAL PROVISIONS

2.1 The maximum amount of payment under this Contract shall not exceed \$18,750. The consideration to be paid to PROVIDER, as provided herein, shall be in full payment for all PROVIDER's services and expenses incurred in the performance hereof.

2.2 PROVIDER shall accept all payments from ICEMA and/or the County via electronic funds transfer (EFT) directly deposited into the PROVIDER's designated checking or other bank account. PROVIDER shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

2.3 Milestone Payment Schedule per Section 3.2 - PROVIDER RESPONSIBILITIES:

MILESTONE	PAYMENT AMOUNT
Milestone 1-a (30% of total award)	\$5,625.00
Milestone 1-b (20% of total award)	\$3,750.00
Milestone 2 (15% of total award)	\$2,812.50
Milestone 3 (15% of total award)	\$2,812.50
Milestone 4 (20% of total award)	\$3,750.00
TOTAL	\$18,750.00

3. PROVIDER RESPONSIBILITIES

PROVIDER is responsible for the following roles in this project:

3.1 Ensure successful implementation as outlined in this document within ambulance ePCR of SAFR using the MX product.

3.2 Ensure that PROVIDER is meeting all programmatic milestones and using SAFR in accordance with +EMS program usage thresholds as follows:

- **Milestone 1-a:** PROVIDER shall execute a participation agreement/contract with ICEMA.
- **Milestone 1-b:** PROVIDER shall demonstrate successful Adoption of SEARCH and ALERT functions in production. Success is defined as at least one SEARCH with a patient match, retrieval of health information for at least one matched patient, and ALERT reporting of important patient information for at least one patient on a hospital emergency department (ED) dashboard.
- **Milestone 2:**
 - PROVIDER shall demonstrate SEARCH functionality with a minimum of 50% usage and 30% match success, or retrieval success, by paramedics of identified pre-hospital patients for three (3) consecutive months (measured on a monthly basis). The metric is defined as the number of times, for which a patient is searched for, and a patient is successfully identified or for which information is successfully retrieved from the Regional Health Information Organization (RHIO) or other clinical system by the ePCR, divided by the number of new patient encounters created in the ePCR during a one (1) month period. The metric shall be measured per PROVIDER.
 - PROVIDER shall demonstrate ALERT functionality with a minimum of 80% usage (on emergency patients to be transported to a defined hospital) for 3 consecutive months (measured on a monthly basis). Success is defined as success of at least 1 patient match, retrieval of health information for at least one matched patient, and reporting of critical patient information for at least 1 patient in a hospital ED dashboard. The metric is measured per PROVIDER.
- **Milestone 3:**
 - PROVIDER shall demonstrate FILE functionality with a minimum of 40% usage per record (on transported patients to a defined hospital) for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record created in the ePCR is successfully transmitted to the Health Information Organization (HIO) and/or hospital electronic health record (HER), matched to a patient, and incorporated as structured information. The metric is measured per PROVIDER.
 - PROVIDER shall demonstrate RECONCILE functionality with a minimum of 40% usage per record (on transported patients) for three (3) consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record is sent (ADT is the term used for Admit, Discharge, Transfer) is successfully transmitted from the hospital EHR to the ePCR, matched to a patient and encounter, and incorporated as structured information. Hospital discharge summaries also qualify and are encouraged. The metric shall be measured per PROVIDER.
- **Milestone 4:** PROVIDER shall perform the following tasks related to data analytics:
 - Evaluate and report usage during the (SEARCH and ALERT), and the (FILE and RECONCILE) phases on a monthly basis.
 - Submit hospital outcome data on matched patients to EMSA.
 - Evaluate performance measures that involve hospital data elements.

4. ICEMA RESPONSIBILITIES

- 4.1 Conduct development and integration work with MX Technical team and work with ePCR to implement the SAFR data flow vendor to ensure successful implementation of SAFR using the MX product.

- 4.2 Oversee any technical work that must be done by ePCR vendor to implement the SAFR data flow.
- 4.3 Provide project management and analyst resources necessary to confirm requirements and perform technical design to support the agreed upon requirements. Provide technical team to customize, configure, and develop ePCR solution to meet requirements. Provide QA resources to support the testing of the solution.
- 4.4 Support the adoption of the +EMS solution in the field and enable integration between MX and ePCR.
- 4.5 Participate in bi-weekly coordinating committee, weekly technical check-ins, and workflow development trainings.

5. GENERAL CONTRACT REQUIREMENTS

5.1 Recitals

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

5.2 Contract Amendments

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

5.3 Contract Assignability

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

5.4 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 PROVIDER will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this CONTRACT.

5.5 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.

5.6 Reserved.

5.7 Change of Address

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

5.8 Choice of Law

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

5.9 Reserved.

5.10 Confidentiality

PROVIDER shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this CONTRACT, except for statistical information not identifying any participant. PROVIDER shall not use or disclose any identifying information for any other purpose other than carrying out the PROVIDER's obligations under this CONTRACT, except as may be otherwise required by law. This provision will remain in force even after the termination of the CONTRACT.

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).

5.11 Primary Point of Contact

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

5.12 Reserved.

5.13 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 PROVIDER. 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.

5.14 Reserved.

5.15 Debarment and Suspension

PROVIDER 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>). PROVIDER 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.

5.16 Drug and Alcohol Free Workplace

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

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

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

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

5.17 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.

5.18 Employment Discrimination

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

5.19 Reserved.

5.20 Improper Influence

PROVIDER 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 PROVIDER or officer or employee of the PROVIDER.

5.21 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 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.

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.

5.22 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.

5.23 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.

5.24 Reserved.

5.25 Material Misstatement/Misrepresentation

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

5.26 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".

5.27 Reserved.

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

5.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by PROVIDER pursuant to the CONTRACT shall be considered property of ICEMA upon payment for services (and products, if applicable). All such items shall be delivered to ICEMA at the completion of work under the CONTRACT, subject to the requirements of Section 1 - TERM OF CONTRACT. Unless otherwise directed by ICEMA, PROVIDER may retain copies of such items.

5.30 Reserved.

5.31 Reserved.

5.32 Records

PROVIDER shall maintain all records and books pertaining to the delivery of services under this CONTRACT and demonstrate accountability for CONTRACT performance. All records shall be complete and current and comply with all CONTRACT requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the CONTRACT.

All records relating to the PROVIDER's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this CONTRACT shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

5.33 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.

5.34 Release of Information

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

5.35 Representation of ICEMA

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

5.36 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.

5.37 Subcontracting

PROVIDER 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 PROVIDER. PROVIDER shall be fully responsible for the performance and payments of any subcontractor's Contract.

5.38 Reserved.

5.39 Termination for Convenience

ICEMA and the PROVIDER each reserve the right to terminate the CONTRACT, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the PROVIDER for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice PROVIDER shall promptly discontinue services unless the notice directs otherwise. PROVIDER 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.

5.40 Time of the Essence

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

5.41 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.

5.42 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. PROVIDER shall make a reasonable effort to prevent employees, PROVIDER, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the CONTRACT. This provision shall not be construed to prohibit employment of persons with whom PROVIDER's officers, employees, or agents have family, business, or other ties so long as the

employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

5.43 Former County Administrative Officials

PROVIDER 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 PROVIDER. 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 PROVIDER. 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.

5.44 Reserved.

5.45 Reserved.

5.46 Reserved.

5.47 Reserved.

5.48 Reserved.

5.49. Reserved.

5.50 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.

5.51 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. INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 Indemnification

The PROVIDER agrees to indemnify, defend (with counsel reasonably approved by ICEMA) 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 CONTRACT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the ICEMA and/or 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 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 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 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 evidencing the insurance coverage at the time the CONTRACT is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and PROVIDER shall maintain such insurance from the time PROVIDER commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this CONTRACT, the PROVIDER shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

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 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 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 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. PROVIDER 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.

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

- 6.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the PROVIDER and all risks to such persons under this CONTRACT.

If PROVIDER has no employees, it may certify or warrant to ICEMA 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.

6.11.2 Commercial/General Liability Insurance - The PROVIDER shall carry General Liability Insurance covering all operations performed by or on behalf of the PROVIDER providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- A. Premises operations and mobile equipment.
- B. Products and completed operations.
- C. Broad form property damage (including completed operations).
- D. Explosion, collapse and underground hazards.
- E. Personal injury.
- F. Contractual liability.
- G. \$2,000,000 general aggregate limit.

6.11.3 Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the PROVIDER is transporting one or more non-employee passengers in performance of CONTRACT services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

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

6.11.4 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

6.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

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.

6.11.6 Cyber Liability Insurance - 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 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

- 7.1** 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 PROVIDER in the delivery of services provided under this CONTRACT. PROVIDER shall give full cooperation, in any auditing or monitoring conducted. PROVIDER shall cooperate with ICEMA in the implementation, monitoring, and evaluation of this CONTRACT and comply with any and all reporting requirements established by ICEMA.
- 7.2** 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 CONTRACT or until all pending County, State and Federal audits are completed, whichever is later.

8. CORRECTION OF PERFORMANCE DEFICIENCIES

- 8.1** Failure by PROVIDER to comply with any of the provisions, covenants, requirements or conditions of this CONTRACT shall be a material breach of this CONTRACT.
- 8.2** In the event of a non-cured breach, ICEMA may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
- A. Afford PROVIDER thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA; and/or
 - B. Discontinue reimbursement to PROVIDER for and during the period in which PROVIDER is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - C. Withhold funds pending duration of the breach; and/or
 - D. Offset against any monies billed by PROVIDER but yet unpaid by ICEMA and/or the County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - E. Terminate this CONTRACT immediately and be relieved of the payment of any consideration to PROVIDER. In the event of such termination, ICEMA and/or the County may proceed with the work in any manner deemed proper by ICEMA and/or the County. The cost to ICEMA and/or the County shall be deducted from any sum due to the PROVIDER under this CONTRACT and the balance, if any, shall be paid by the PROVIDER upon demand.

9. 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 PROVIDER:

Regional Director
American Medical Response of Inland Empire
1930 West Park Avenue
Redlands, CA 92373

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

10. 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.

11. 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 PROVIDER 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

AMERICAN MEDICAL RESPONSE OF INLAND EMPIRE

(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 _____