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<input checked="" type="checkbox"/>	New	FAS Vendor Code		Dept.	SC	SMI	A	Contract Number	
<input type="checkbox"/>	Change								
<input type="checkbox"/>	Cancel								
ePro Vendor Number						ePro Contract Number			
						Dept.	Orgn.	Contractor's License No.	
<b>INLAND COUNTIES EMERGENCY MEDICAL</b>						ICM	ICM		
Contract Representative						Telephone		Total Contract Amount	
Virginia Hastings, executive Director						(909)388-5823			
Contract Type									
<input type="checkbox"/> Revenue			<input type="checkbox"/> Encumbered			<input type="checkbox"/> Unencumbered		<input checked="" type="checkbox"/> Other:	
If not encumbered or revenue contract type, provide reason: _____									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
					\$	align="center">\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
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Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
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Project Name				Estimated Payment Total by Fiscal Year					
Performance Based Contract with American Medical Response (AMR) for Exclusive Operating Areas				FY	Amount	I/D	FY	Amount	I/D
_____				_____	_____	_____	_____	_____	_____
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**INLAND COUNTIES  
EMERGENCY MEDICAL  
AGENCY**

**F A S**

**STANDARD CONTRACT**

THIS CONTRACT is entered into in the State of California by and between the Inland Counties Emergency Medical Agency, hereinafter called the **ICEMA**, and

Name  
American Medical Response of Inland Empire

Address  
7925 Center Avenue

Rancho Cucamonga, CA 91729

Telephone  
(909) 477 - 5000

Federal ID No. or Social Security No.  
95-2223085

hereinafter called PROVIDER

\_\_\_\_\_

\_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

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**INLAND COUNTIES EMERGENCY MEDICAL AGENCY  
 AGREEMENT FOR AMBULANCE SERVICES  
 IN SAN BERNARDINO COUNTY**

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**ATTACHMENTS**

- 1. EOA DESCRIPTIONS
  - a. EOA 1 - Rancho Cucamonga and Upland
  - b. EOA 2 - Montclair and Chino
  - c. EOA 3 - Ontario and Chino Hills
  - d. EOA 4 - Fontana and Lytle Creek
  - e. EOA 5 - Rialto (9-1-1) calls in unincorporated areas: interfacility calls in entire area
  - f. EOA 6 - San Bernardino
  - g. EOA 7 - Grand Terrace
  - h. EOA 9 - Loma Linda
  
- 2. EOA MAPS/RESPONSE AND SUB-RESPONSE TIME ZONES
  - a. EOA 1 - Rancho Cucamonga and Upland
  - b. EOA 2 - Montclair and Chino
  - c. EOA 3 - Ontario and Chino Hills
  - d. EOA 4 - Fontana and Lytle Creek
  - e. EOA 5 - Rialto (9-1-1) calls in unincorporated areas: interfacility calls in entire area
  - f. EOA 6 - San Bernardino
  - g. EOA 7 - Grand Terrace
  - h. EOA 9 - Loma Linda
  
- 3. RESPONSE TIME MEASUREMENT AND METHODS
- 4. RESPONSE TIME TERMINOLOGY
- 5. MEASURING RESPONSE TIME STANDARD COMPLIANCE
- 6. MEASURING EOA COMPLIANCE
- 7. ICEMA POLICY NUMBER 5080
- 8. INTERFACILITY TRANSPORT RESPONSE TIMES

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**INLAND COUNTIES EMERGENCY MEDICAL AGENCY  
 AGREEMENT FOR AMBULANCE SERVICES  
 IN SAN BERNARDINO COUNTY**

THIS AGREEMENT, herein referred to as "Agreement", is made and entered into this first (1<sup>st</sup>) day of July, 2012, by and between the INLAND COUNTIES EMERGENCY MEDICAL AGENCY, (hereinafter referred to as "ICEMA"), as the local Emergency Medical Services Agency for the County of San Bernardino and American Medical Response of Inland Empire, (hereinafter referred to as "PROVIDER"), with regard to the following designate Exclusive Operating Areas:

<b>EXCLUSIVE OPERATING AREA (EOA)</b>	<b>GENERAL DESCRIPTION</b>
<b>EOA 1</b>	<b>Rancho Cucamonga and Upland</b>
<b>EOA 2</b>	<b>Montclair and Chino</b>
<b>EOA 3</b>	<b>Ontario and Chino Hills</b>
<b>EOA 4</b>	<b>Fontana and Lytle Creek</b>
<b>EOA 5</b>	<b>Rialto - 9-1-1 calls in unincorporated areas; interfacility calls in entire area</b>
<b>EOA 6</b>	<b>San Bernardino</b>
<b>EOA 7</b>	<b>Grand Terrace</b>
<b>EOA 9</b>	<b>Loma Linda</b>

**WITNESSETH:**

**WHEREAS**, ICEMA is authorized by law to develop an emergency medical services system pursuant to the Emergency Medical Services and Prehospital Care Personnel Act (California Health and Safety Code, Section 1797 et seq.), hereinafter, "the EMS Act"; and

**WHEREAS**, PROVIDER provides Basic and Advanced Life Support emergency ambulance services pursuant to the EMS Act in the area(s) referred to herein as Exclusive Operating Area (EOA) as described in Attachment 1 (Exclusive Operating Area Description) and which is incorporated herein as if

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fully set forth; and

**WHEREAS**, PROVIDER is willing to provide said services according to the terms and conditions herein stated; and

**WHEREAS**, the parties hereto recognize and agree that the creation and assignment of the EOA, as described, in Attachment 1 (Exclusive Operating Area Descriptions) under this Agreement shall not exclude providers of special events or industrial ambulance permits from operating within the boundaries of said EOA; and

**WHEREAS**, the parties hereto will utilize the best efforts to promote a good working relationship with first responder agencies and law enforcement agencies; and

**WHEREAS**, the parties hereto agree that nothing in this Agreement shall in any way restrict PROVIDER from maintaining or entering into partnerships or other cooperative agreements, approved by ICEMA, with public safety agencies for the purposes of augmenting or improving services contemplated by this Agreement; and

**WHEREAS**, the parties hereto acknowledge and agree that execution of this Agreement constitutes notice, in accordance with Section V (G) of the San Bernardino County EOA Plan, that the EOA being served under this Agreement shall lose its non-competitive status, if applicable, at expiration or termination of this Agreement; and

**WHEREAS**, it is the County's goal to develop a competitive bid process in accordance with State statutes and regulations.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. DEFINITIONS**

For the purpose of this Agreement, the following terms, phrases, words and the derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural include the singular and words used in the singular include the plural. The words "include", "including", or other similar words of inclusion shall mean without

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limitation or restriction.

- A. **“Advanced Life Support”** or **“ALS,”** means special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code, Section 1797.52.
- B. **“ALS Ambulance”** means an emergency ambulance, as that term is defined herein, staffed and equipped to provide advanced life support and transport capabilities in compliance with ICEMA protocols/policies, authorized by ICEMA, and permitted by the County of San Bernardino.
- C. **“Ambulance”** or **“Ambulance Unit”** means any vehicle specially constructed, modified and/or equipped, and licensed by the California Highway Patrol, if required, pursuant to Title 13 CCR 1100 2(a), and used for the sole purpose of response readiness and transporting sick, injured, convalescent, infirmed or otherwise incapacitated person(s).
- D. **“Basic Life Support”** or **“BLS”** is defined as special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code, Section 1797.60.
- E. **“BLS Ambulance”** is defined as an emergency ambulance, as that term is defined herein, staffed and equipped, at a minimum, to provide basic life support and transport capabilities in compliance with ICEMA protocols/policies and permitted by the County of San Bernardino.
- F. **“Cancelled Call”** is defined as a 9-1-1 call, which has been canceled prior to arrival of an emergency ambulance at the scene.
- G. **“Critical Equipment Failure”** is defined as any piece of equipment or vehicle, which is essential for the daily operation, and/or performance of obligations under this Agreement that fails to perform normally, when operated.
- H. **“Deployment Plan”** is defined as a plan that identifies specific locations of ALS resources, ambulances, post locations, or provider dispatching procedures. The plan must also include the number of locations of vehicles to be deployed during each hour of the day, each day of the week for coverage and the minimum number of unit hours necessary to provide services under this Agreement.
- I. **“Emergency Ambulance”** is defined as an ambulance, which is staffed and equipped to provide EMS levels at BLS or higher at the scene of an emergency or during interfacility transfers.

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- J. **“Emergency Medical Dispatch” or “EMD”** is defined as a professional telecommunicator certified through the Association of Public-Safety Communications Officials International (APCO) or the National Academies of Emergency Dispatch, tasked with the gathering of information related to medical emergencies, the provision of assistance and instruction by voice, prior to the arrival of EMS, and the dispatching and support of EMS resources responding to an emergency call.
- K. **“Emergency Medical Service” or “EMS”** is defined as a type of emergency service dedicated to providing prehospital acute medical care, transport to definitive care, and other medical transport to patients with illnesses and injuries which prevent the patient from transporting themselves.
- L. **“Exclusive Operating Area” or “EOA”** is defined as a specific geographic area of the County of San Bernardino designated as authorized by the California Health and Safety Code, Sections 1797.6, 1797.85, 1797.224 and 1797.226.
- M. **“Force Majeure”** is defined as flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such party, the consequences of which in each case, by exercise of the due foresight such party could not reasonably have been expected to avoid, and which by exercise of due diligence it would not have been able to overcome.
- N. **“Fractile Response Time”** is defined as a method of measuring response times in which all applicable response times are stacked in ascending length. The total number of calls generating response within a given response time standard (e.g., 9 minutes, 59 seconds) is calculated as a percent of the total number of calls.
- O. **“Mobile Hot Spot”** is a device that creates an area of Wi-Fi coverage allowing nearby Wi-Fi devices to connect to the internet. The device serves as a link between nearby Wi-Fi devices and a cellular data network.
- P. **“Multi-casualty Incident” or “MCI”** is defined as an incident consisting of five (5) or more vehicles or patients requiring assessment, care and/or transportation.
- Q. **“Mutual Aid”** is defined as a request, originating outside of PROVIDER’s EOA, for emergency ambulance at the scene. The request could be initiated through dispatch

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centers, public safety enforcement agencies, ICEMA or the San Bernardino County Health Officer.

- R. **“Provide, Operate, or Furnish”** - With regard to PROVIDER’s responsibilities set forth in this Agreement, the terms “provide”, “operate”, or “furnish” shall mean to perform, make available or utilize either directly through PROVIDER’s personnel and resources or through subcontracts or other agreements, which have been approved by ICEMA, the services, personnel, materials or supplies required herein.
- S. **“Preventable Mechanical Failure”** is defined as a failure of equipment and or vehicles to operate properly due to lack of proper maintenance.
- T. **“PSAP”** is defined as Public Service Answering Point. The primary PSAP is the designated agency at which the 9-1-1 call is first received. The secondary PSAP is the designated agency to which the 9-1-1 call is directed for dispatching of appropriate resources.
- U. **“Special Event Services”** is defined as any situation where a previously announced event places a group or gathering of people in a general locale sufficient in number, or subject to activity that creates the need to have one (1) or more ambulances at the site.
- V. **“Specialty Care Transport” or “SCT”** is defined as a transport of an injured or ill patient by ground ambulance that require necessary supplies, equipment, or services that may be at a level of service beyond the scope of the EMT or Paramedic or their normal required equipment level. SCT must be furnished by one (1) or more healthcare professionals in an appropriate specialty area or utilizing specialty care equipment, e.g., bariatric transportation utilizing special equipment and vehicle equipped to handle the weight requirements of the patient or neonatal transportation requiring the possible use of additional gases, incubator, special mounting and attachment hardware, lift device, etc.
- W. **“Supervisor Support Vehicle”** is defined as a response vehicle for the purpose of providing support services in the field.
- X. **“Strike Team”** defined as five (5) ALS or (5) BLS ambulances plus one (1) strike team leader and unit may be augmented with the Disaster Ambulance Support Unit (DASU) but may not replace an ALS or BLS unit. A strike team must be made up of “like” units, i.e., all ALS or all BLS in level.
  - 1. **“Immediate”** is defined as an immediate request for resources which must be approved by the ICEMA Executive Director, their designee, or Duty Officer if after normal business hours, prior to releasing established San Bernardino County units from their assigned roles in this county.

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- 2. **"Delayed"** is defined as a request for resources that allows PROVIDER to assemble off-duty employees and non-assigned units for deployment outside of San Bernardino County.
- Y. **"Strike Team Leader"** is an individual who has completed a State of California approved Strike Team Leader training course and possesses a current certification for same.
- Z. **"Units"** are defined as ambulances and/or response vehicles.
- AA. **"Wi-Fi"** is a trademark of the Wi-Fi Alliance and the brand name for products using the IEEE 802.11 family of standards for wirelessly connecting electronic devices to the Internet via a wireless network access point.

**II. GENERAL RESPONSIBILITIES AND DUTIES OF PROVIDER**

- A. **General** - Provider shall respond to all 9-1-1 requests for service with an ALS ambulance unless exempted by ICEMA policy.
- B. **Personnel, Equipment and Materials Required** - PROVIDER shall provide the personnel, equipment and materials necessary to provide advanced life support and other services as described herein to persons in need thereof within their designated EOA. PROVIDER's obligations are set forth in detail in the provisions of this Agreement.
- C. **In-Service Training Required** - PROVIDER shall provide or contract for employee in-service training. Such in-service program shall include training on ICEMA policies and procedures, location of all hospital facilities, level of service of first responder agencies within the EOA, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and Incident Command System training.
- D. **EMS System Interaction** - PROVIDER shall participate regularly in all aspects of development of the local EMS system including, but not limited to:
  - 1. Expanded scope of practice treatment and equipment programs.
  - 2. First Responder, EMT, Paramedic, MICN, Base Station physician and provider dispatcher education and training, and ride-along programs.
  - 3. San Bernardino County ALS training programs shall receive first right of refusal for paramedic preceptors.
  - 4. Continuing education programs.
- E. **Equipment Maintenance** - PROVIDER shall provide or contract for equipment maintenance.

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- F. **Response Standards** - PROVIDER shall be subject to any and all response time standards, which may be adopted by ICEMA with input from transporting agencies.
- G. **Materials and Supplies** - PROVIDER shall furnish all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill its obligations pursuant to the standards as set forth herein. PROVIDER shall maintain sufficient supplies and equipment, excluding fuel, lubricants and repair items, to sustain local operations for a minimum of fifteen (15) days at its main operation location or its materials and supplies distribution center.
- H. **Policies and Working Relations** - PROVIDER shall develop and maintain personnel policies and patient care policies that are conducive to enhancements to patient care and provide a safe working environment for all employees.
- I. **Posting Locations** - PROVIDER shall maintain ambulance post locations, as PROVIDER deems necessary.
- J. **Professional Conduct of Personnel** - PROVIDER shall ensure courteous conduct and professional appearance of its personnel at all times. All ambulance crews shall at all times while on duty, wear an official uniform approved by ICEMA that clearly identifies company/agency, level of licensure/certification, name tag and badge.
- K. **Professional Equipment and Facilities** - PROVIDER shall maintain neat, clean, and professional appearance of equipment and facilities.
- L. **Mutual Aid Agreements** - PROVIDER shall develop and implement mutually beneficial support agreements with ICEMA approved emergency ambulance providers within one (1) year of the effective date of this Agreement. These agreements are subject to approval by ICEMA. If PROVIDER is unable to develop and implement mutual aid agreements, PROVIDER shall notify ICEMA in writing outlining reason(s) for inability to comply with this requirement. ICEMA shall assist in development and implementation of mutual aid agreements if requested.
- M. **Quality Improvement (QI)** - PROVIDER shall participate actively in and comply with the ICEMA QI audit process, provide special training and support to PROVIDER's personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to ICEMA. PROVIDER shall submit a QI Plan and subsequent revisions and update for approval to ICEMA.

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- N. **Permits and Certifications** - PROVIDER shall maintain all appropriate and required state and county permits.
- O. **Implementation of ICEMA Policies** - PROVIDER shall cause ICEMA policies to be properly implemented in the field. Where questions related to clinical performance are concerned, PROVIDER shall satisfy ICEMA's requirements. PROVIDER shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. PROVIDER shall also respond to all quality improvement and incident reports in accordance with established ICEMA policies.
- P. **Financial Implications of Operations** - When requested, PROVIDER shall advise ICEMA concerning financial implications of operational changes under consideration.
- Q. **Paramedic Preceptors** - In coordination with the approved training institutions, PROVIDER shall provide paramedic preceptors for prehospital training programs. The minimum ratio shall be ten (10) paramedic preceptors for every one hundred (100) full-time equivalent (FTE) paramedics employed by the PROVIDER for the EOA served.
- R. **Expanded Scope Programs** - PROVIDER shall assist ICEMA in evaluating and implementing expanded scope programs for paramedics, EMTs and first responder personnel.
- S. **Reports to ICEMA** - PROVIDER shall provide data, reports and records to ICEMA as set forth herein.
- T. **EMS Provider Dispatch Center** - PROVIDER shall provide the necessary personnel and materials to operate the EMS dispatch center as set forth herein.
- U. **Posting of Resources** - Posting of the PROVIDER's units and resources shall be in accordance with PROVIDER's Deployment Plan.

**III. MEDICAL CONTROL**

- A. **Medical Control Authority** - PROVIDER acknowledges that the ICEMA Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of emergency ambulance services are maintained within the ICEMA region; and that the Medical Director has the authority for establishing the required drug inventories and medical protocols and that PROVIDER, its employees, and all personnel providing services under subcontract(s) or agreements are subject to said plan, policies, standards and protocols and applicable county ordinances and state laws.

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- B. **Adherence to Medical Control Standards** - ICEMA has an established system of medical control through the ICEMA Medical Director. The PROVIDER shall adhere to the standards of medical control established by ICEMA.
- C. **Compliance with Laws and Policies** - PROVIDER shall comply with the all ICEMA policies and protocols and applicable local County ordinances.
- D. **PROVIDER's Medical Director** - PROVIDER shall provide a medical director who will oversee and coordinate the PROVIDER's clinical performance. The PROVIDER's Medical Director shall be a physician, Board certified in emergency medicine or with equivalent emergency medicine experience and approved by ICEMA. The PROVIDER's Medical Director shall work with ICEMA's Medical Director and the physicians of the EMS system to ensure compliance by the PROVIDER with the clinical standards established for the regional EMS system.

**IV. SCOPE OF SERVICE**

- A. **Emergency Ambulance Services** - PROVIDER shall provide sufficient resources to ensure availability and response to all requests originating within its service area for emergency ambulance response on a continuous twenty-four (24) hour per day basis.
- B. **Specialized Care Transport (SCT) Services** - PROVIDER shall provide SCT services within the EOA for those calls requiring such services upon approval by ICEMA. SCT services, such as high-risk pregnancy, neonate, etc., may be authorized to operate in expanded geographic areas based on need and necessity.
- C. **EMS Aircraft** - PROVIDER does not have the right to provide air ambulance or air rescue services by virtue of this Agreement.
- D. **Standby Special Event Services** - PROVIDER may provide standby special event services. ICEMA expressly states that special events services are not subject to the EOA.
- E. **Indigent Transport Services** - PROVIDER shall provide emergency ambulance services to indigent patients pursuant to its contract with the County of San Bernardino for such services. In the event PROVIDER shall terminate its contract with the County, such termination shall be considered a major breach of this Agreement. However, if the County shall terminate the contract, PROVIDER shall not be required to continue to provide such services under this Agreement.

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**V. FIRST RESPONDER COORDINATION**

- A. **Resupply of Disposable Medical Supplies** - PROVIDER shall resupply first responder agencies at an equal to cost basis flat rate reimbursement of eight dollars (\$8.00) per transported patient paid quarterly, in accordance with established ICEMA procedures for resupply of first responder units for disposable medical supplies (BLS/ALS Standard Drug & Equipment List - Reference #7010) utilized in direct patient care where patient is transported by PROVIDER. This flat rate reimbursement will be subject to annual re-evaluation for fair market value of supply cost and utilization. Payment will be made to the first responder agency that has jurisdictional responsibility for service. ICEMA warrants and represents that the flat-rate reimbursement is less than or equal to the actual costs of re-supply of first responder units. No funds shall be used in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.
- B. **Orientation Program** - PROVIDER shall implement and maintain a first responder orientation program designed to acquaint all hospital facilities and public safety agencies within the EOA with PROVIDER's equipment and response system, and shall, upon reasonable request, provide orientation presentations.
- C. **Stand-by Requests** - PROVIDER shall, at no charge, provide, if it does not jeopardize emergency ambulance service to the operating area, a non-dedicated unit to hazardous material incidents, fire, and law enforcement standbys upon request by any public safety agency or dispatch center within their EOA, excluding special event services. Provisions of this AGREEMENT shall not prevent PROVIDER from executing Emergency Equipment Rental Agreements (EERA) with federal, state, or local agencies.
- D. **Contact Number** - PROVIDER shall provide a contact and a telephone number to be made available to all public safety EMS agencies within PROVIDER's EOA. This number will be used for inquiries regarding lost equipment used in connection with a patient transported by PROVIDER.
- E. **Return of EMS Equipment** - PROVIDER shall make every reasonable effort to return equipment of other EMS providers in PROVIDER's possession within five (5) days. However, PROVIDER will not be held liable for loss of other EMS provider's equipment beyond their control.
- F. **Return of EMS Personnel** - PROVIDER, upon request, will return all first responder personnel who accompany PROVIDER to the hospital to their respective stations or closest

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station within their fire district in the event the ambulance is requested to respond to a 9-1-1 call.

- G. **Incident Command System** - PROVIDER shall coordinate pursuant to the California Health and Safety Code, Section 1798.6, with public safety agencies that work under the Incident Command System on all emergency incidents received through the 9-1-1 system or through a request for mutual aid.
- H. **Continuing Education Programs** - PROVIDER's internal continuing education programs authorized by the State in which PROVIDER issues a continuing education course number shall be made reasonably available to interested first responder personnel, provided that first responder personnel shall be responsible for the cost of the continuing education course.

**VI. PROVIDER DISPATCH SERVICES**

- A. **Location** - PROVIDER shall establish its dispatch facility within San Bernardino County.
- B. **Personnel** - PROVIDER shall provide the personnel, including appropriate supervisory personnel, to staff and operate their EMS dispatch on a twenty-four (24) hour per day basis.
- C. **Existing Dispatch Capabilities** - PROVIDER shall provide and maintain a provider dispatch system that does not fall below the level of the system in place at the time of the initiation of the Agreement. However, if the PROVIDER is currently operating a secondary PSAP, this paragraph shall not require the PROVIDER to continue to be designated as a secondary PSAP or have the equipment and training specifically required for them being designated as a secondary PSAP.
- D. **Equipment Requirements** - PROVIDER shall ensure that its EMS dispatch operations include the necessary equipment to maintain continuation of services during periods of disruption of normal services/operations.
- E. **Training Requirements** - PROVIDER shall, within six (6) months of execution of this Agreement, ensure and maintain EMD certification for all dispatchers in accordance with ICEMA's EMD policies.
- F. **Compliance with ICEMA Policies** - PROVIDER shall provide all dispatching of ambulance units in accordance with ICEMA policies and procedures.
- G. **Backup Dispatch Services** - PROVIDER shall establish a system, approved by ICEMA, to provide backup provider dispatch services as may be necessary for disaster incidents or any other circumstances, which impair the operation of their primary EMS dispatch center.

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- H. **Supervision** - The PROVIDER's dispatch operation will be supervised, monitored and subjected to the policies and procedures as established by ICEMA.
- I. **Execution of Updates/Modifications** - PROVIDER shall adapt to changes and work with ICEMA to ensure the future needs of the EMS system's evolution and the corresponding dispatch component.
- J. **CAD Requirements** - PROVIDER shall maintain a computer aided dispatch (CAD) system that includes the necessary hardware and software to provide EMS provider dispatch services.
- K. **Vehicle Locators** - PROVIDER shall provide, within one (1) year of execution of this Agreement, a mechanism for tracking and maintaining the status of emergency ambulances and support resources via Automatic Vehicle Locators approved by ICEMA (or other equivalent technology as approved by ICEMA).

**VII. SERVICE AREA AND RESPONSE ZONES**

- A. **SERVICE Area Defined** - A description of each EOA is set forth in Attachment 1 (Exclusive Operating Area Descriptions). Attachment 2 (Exclusive Operating Area Map) or "Service Area Map" sets forth the area of operation in map format. In the event of a conflict between Attachment 1 and Attachment 2, Attachment 1 will be controlling.
- B. **Resource Requirements** - PROVIDER shall locate an appropriate number and type of resources throughout the EOA in order to meet the performance standards as set forth herein.
- C. **Response Zones** - Population density based "response zones" (urban, suburban, rural and wilderness) and sub-response zones as established within each EOA or service area are depicted in Attachment 2 (EOA Map/Response and Sub-response Zones).

**VIII. PERSONNEL**

- A. **Administrative Representative** - PROVIDER shall provide an Administrative Representative or designee to attend the County Police Chiefs Association or County Fire Chiefs Association upon reasonable request.
- B. **Personnel Required** - PROVIDER shall provide the personnel necessary to provide emergency ambulance services and other support services as described herein within the

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PROVIDER's EOA in compliance with ICEMA protocols, policies and applicable county ordinances and state laws.

- C. **Emergency Vehicle Operations Course (EVOC)** - PROVIDER shall ensure that all of its field personnel complete an ICEMA approved emergency ambulance operations course. Paramedics and EMTs shall complete EVOC training prior to assignment in the field.
- D. **Supervisory Personnel System** - The PROVIDER shall establish a supervisory system to assure that employees are properly supervised, trained and evaluated in accordance with PROVIDER's policies and procedures and consistent with the ICEMA approved Quality Improvement Plan, and relevant ICEMA policies and requirements. PROVIDER shall maintain an employee hiring standards and practice program. Supervisory personnel shall provide field evaluation of PROVIDER's personnel in accordance with PROVIDER's Quality Improvement Plan and relevant ICEMA policies and requirements.
- E. **Certification and Licensure of Personnel** - PROVIDER shall ensure that all PROVIDER's employees functioning as paramedics and EMTs are appropriately certified, accredited and licensed by both the State EMS Authority and ICEMA.
- F. **Records** - PROVIDER shall maintain, and make available to ICEMA upon request, records and data pertaining to the certifications, licenses, and other applicable credentials of its employees and subcontracted personnel used to provide services under this Agreement.
- G. **Employee Handbook** - PROVIDER shall develop and maintain an Employee's Handbook describing the personnel policies and procedures utilized by PROVIDER in its operations. A copy of the current handbook shall be made available to ICEMA upon request.
- H. **Incidents Forms** - PROVIDER shall furnish to all employees approved ICEMA Incident Report Forms and shall require employees to utilize such forms, and shall furnish a copy of such completed form to ICEMA in accordance with ICEMA policies.
- I. **Competency and Conduct** - All persons utilized by PROVIDER in the performance of work under this Agreement shall be competent and holders of appropriate permits, licenses and certificates in their respective trades or professions. ICEMA may request, and PROVIDER shall take action in accordance with its personnel policies and procedures to effect the removal of, or take appropriate disciplinary remedial action against any certificate or license holder person utilized by the PROVIDER who engages in misconduct pursuant to Section 1798.200 of the California Health and Safety Code or has action taken by ICEMA pursuant to Section 100215 of Title 22, California Code of Regulations.

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- J. **Infectious Disease Exposure** - PROVIDER shall provide testing and counseling services to all employees exposed to serious infectious diseases at no cost to the employee. PROVIDER shall ensure that such services and program pertaining to infectious disease exposures are provided in accordance with the provisions of state and local public health requirements.
- K. **Employee Assistance Program** - PROVIDER shall assure availability to its employees an Employee Assistance Program that offers counseling services for mental health and substance abuse.
- L. **Peer Counseling** - The nature of work in EMS produces stress in the care provider from one-time events (e.g., MCI) and from being continually subjected to moderately stress producing incidents. PROVIDER shall have available a program to provide counseling to personnel for these stresses.
- M. **Modification or Replacement of Services** - As it pertains to the above personnel requirements, PROVIDER shall maintain such services as set forth above; however, PROVIDER may replace or modify any such services subject to written approval by ICEMA.

**IX. RIGHTS AND RESPONSIBILITIES OF FIELD PERSONNEL**

- A. **Certification, Licensure, Accreditation** - Field personnel are certified, licensed and accredited pursuant to the California Health and Safety Code, Section 1797 et seq. A linkage exists between field personnel and the system's physician leadership and medical control. Where issues involving questions of patient care are concerned, each of the certified personnel working in the system has not only a right, but also a legal obligation, to work under the direction of the EMS system's physician leadership on issues related to patient care.
- B. **Personal Responsibility** - The direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, collection and recording of primary data. EMS personnel are prohibited by the laws, rules and regulations which govern the EMS system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., patient care reports, provider dispatch records, incident reports, etc.). Provider dispatchers and field personnel have a personal professional responsibility with regards to issues related to the delivery of patient care, and the accurate reporting of primary data.
- C. **Management Practices** - While this Agreement is a "Performance Agreement" and while the PROVIDER is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, PROVIDER is

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expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the PROVIDER is expected to utilize management practices, which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent, which may impact patient care.

**X. RESPONSE TIME STANDARDS**

- A. **Performance Requirements** - The overall response time performance requirement for services under this Agreement is intended to ensure that PROVIDER responds to and arrives at each incident with an appropriate resource in accordance with ICEMA policies and procedures. The standards set forth herein establish the level of response time performance required by PROVIDER for calls within the designated EOA as depicted in Attachment 2 (EOA Maps/Response and Sub-response Zones). Additionally, PROVIDER will make best effort to respond to non-emergency calls within PROVIDER’s established policy guidelines (Attachment 8 – Inter-facility Transport Response Times).
- B. **Response Time Performance Calculation** - Response times are measured and calculated on a fractile basis using CAD data, where available, in conformity with Attachment 3 (Response Time Measurement and Methods), Attachment 4 (Response Time Terminology) and Attachment 5 (Measuring Response Time Standard Compliance) and Attachment 6 (Measuring EOA Compliance) on a monthly basis for the designated EOA incorporating all response zones. Cancelled calls will be included in determining compliance. Supervisory Support Vehicles are not EMS response vehicles for the purpose of calculating response time compliance.
- C. **Exemptions** - If PROVIDER believes that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond PROVIDER’s reasonable control, PROVIDER may request, in writing, that these runs be exempted from response time performance calculations and late run assessments. If ICEMA concurs that the circumstances are reasonable to allow such exemption, ICEMA may allow such exemptions in calculating overall response time performance and/or in assessing late run liquidated damages. Equipment failure, provider dispatcher error, or lack of emergency ambulance shall not furnish grounds for release from late run assessment or response time standards.
- D. **Reporting Requirements** - PROVIDER shall provide to ICEMA, on a monthly basis, each instance wherein a call resulted in a response time in excess of the maximum response time

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as depicted in Attachment 3 (Response Time Measurement and Methods). This report shall include, at a minimum, the location, date, and time of said occurrence(s). PROVIDER will participate in quality improvement efforts relating to these instances.

- E. **Critical Equipment Failure Reporting** - PROVIDER shall immediately report any critical equipment failure to ICEMA in a form and/or format as set forth by ICEMA. This report shall be made within three (3) business days of failure and at a minimum shall include the nature of the failure, location of failure, date and time of failure, outcome and/or effect of failure. The mechanic's report of factor(s) causing failure must be received within three (3) business days of initial report.
- F. **Performance Committee** - PROVIDER shall establish and maintain a Performance Committee comprised of representatives of PROVIDER's management and field personnel and ICEMA staff, City Managers or their designated representative (within the EOA covered by this Agreement) and representative of the County supervisorial district(s) (within the EOA covered by this Agreement) which shall meet as necessary to review response compliance performance and to discuss operational matters.

**XI. DEPLOYMENT PLAN**

- A. **General** - PROVIDER shall operate its services to enhance response time performance throughout the various jurisdictions of the EOA.
- B. **Plan Development** - PROVIDER shall develop a Deployment Plan that shall be reviewed and approved by ICEMA and adhered to by PROVIDER.
- C. **ICEMA Review** - In addition to the aforementioned requirements, PROVIDER shall provide to ICEMA for review a copy of its Deployment Plan on at least an annual basis or upon any material changes in the deployment plan and upon implementation of changes in the System Management Plan which would result in reduction of ambulance resources or anticipated increase in response times.
- D. **Extent of Deployment Plan** - A Deployment Plan may incorporate more than one (1) EOA if the PROVIDER has contracted to provide service in more than one (1) EOA.
- E. **Reassignment of Resources** - A PROVIDER that serves multiple operating areas shall be permitted to move resources from one operating area to another operating area only if the moving of resources does not result in the operating area from which the resources are moved becoming non-compliant in that month.
  - 1. If upon review and analysis ICEMA determines that movement of resources from one

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operating area to improve compliance in an operating area causes the operating area sending resources to be out of compliance, the original out of compliance operating area shall be cited with an additional out of compliance month.

2. The PROVIDER shall provide notice to ICEMA of intent to reassign resources to an operating area where additional noncompliance status would result in a major breach.
3. The PROVIDER shall also indicate reassignment of resources in the monthly compliance report to ICEMA and provide a plan of correction.

**XII. STAFFING OF AMBULANCE AND RESPONSE UNITS**

- A. **ALS Minimum Staffing** - PROVIDER shall provide for staffing each ALS ambulance with a minimum of one (1) paramedic and one (1) EMT per unit.
- B. **BLS Minimum Staffing** - All BLS ambulances shall have at least two (2) certified EMT personnel per unit.
- C. **SCT Unit Staffing** - SCT staffing will be in accordance with ICEMA policy.

**XIII. VEHICLES, EQUIPMENT AND MAINTENANCE**

- A. **Minimum Vehicle Requirements** - PROVIDER shall provide at least a minimum number of vehicles, which is defined as one hundred twenty (120%) of the vehicles required in the Deployment Plan. Each transport vehicle shall meet Federal KKK-A-1822C standards or equivalent, at time of original manufacture, except where such standards conflict with State of California standards, in which cases the State standards shall prevail. Each transport unit shall be a Type I, II or III model. All vehicles must have current California Highway Patrol permits, unless exempted by California Highway Patrol.
- B. **Clean and Mechanically Safe** - PROVIDER shall ensure that all transport vehicles are safe, clean, well-maintained to ensure employee/patient safety.
- C. **Staffing, Equipment and Drug Requirements** - All vehicles utilized by PROVIDER in providing service under this Agreement shall be staffed and equipped in accordance with state law and ICEMA policies.
- D. **Vehicle Replacement/Refurbish Program** - PROVIDER shall maintain a vehicle replacement/refurbish program that ensures the replacement or refurbishing of PROVIDER's vehicles as follows: PROVIDER shall comply with ICEMA's requirement, within six (6) months of execution of this Agreement, to have removed from service and replaced any and

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all ambulances that have two hundred sixty-five thousand (265,000) miles or more. PROVIDER may petition ICEMA for consideration of an extension for unforeseen supply-chain issues beyond PROVIDER's control once PROVIDER has demonstrated exhaustion of all reasonable options to comply.

- E. **Maintenance, Replacement and Reporting** - PROVIDER shall adhere to a preventive maintenance program, equipment replacement schedule, and reporting system approved by ICEMA.
- F. **Equipment/Supplies Maintenance** - Each transport vehicle shall meet the ambulance equipment standards of the State of California and ICEMA. At the beginning of each shift, all ambulances shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.
- G. **Vehicle Identification** - Each transport vehicle shall display the location of its operation division.
- H. **Restocking** - PROVIDER shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.
- I. **Responsibility for Maintenance** - PROVIDER shall be responsible for furnishing all maintenance of PROVIDER's vehicles, on-board equipment, and facilities used by PROVIDER in the performance of services under the terms of this Agreement.
- J. **Odometer Certification** - Emergency ambulance odometers shall be certified within one (1) month of the effective date of this Agreement and each year thereafter by Department of Agriculture Weights and Measures.
- K. **PROVIDER's Equipment Replacement Program** - PROVIDER shall submit a proposed equipment replacement program, which shall include, in part, the equipment replacement policy. This policy shall state PROVIDER's operational assumptions regarding the anticipated safe useful life of equipment items, by category or type, and PROVIDER's general plan for equipment replacement in accordance with the plan.
- L. **Right to Required Replacement** - Throughout the term of this Agreement and any extension period, ICEMA may, after an inspection and for cause, require PROVIDER to replace any equipment at any time after that item's scheduled replacement date, as defined by the terms of PROVIDER's submitted and accepted equipment replacement program. However, if through superior maintenance or by other means, PROVIDER is able to extend the safe

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useful life of an equipment item beyond its time of scheduled replacement, ICEMA shall not, except for cause, require replacement of that item. These controls relate only to equipment kept in service beyond scheduled replacement date, and are in addition to regulatory requirements affecting equipment standards and inspections imposed by law or ICEMA.

**XIV. DISASTER, MULTI-CASUALTY AND INSTANT AID RESPONSE**

- A. **Personnel Recall** - PROVIDER shall develop and implement a plan for the immediate recall of personnel for the staffing of additional units in multi-casualty or disaster situations or times of peak overload.
- B. **Mutual Aid Response** - To the extent that PROVIDER may have resources available, PROVIDER shall respond to requests from neighboring jurisdictions and ambulance providers for mutual aid that require a Code 3 (lights and siren) response.
- C. **Declared State-of-Emergency** - During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business may be interrupted from the moment the state-of-emergency is made known to PROVIDER by ICEMA. PROVIDER shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, PROVIDER shall be exempted from response time performance requirements, including late run deductions, until notified by ICEMA that disaster assistance may be terminated. At the scene of such disasters, PROVIDER's personnel shall perform in accordance with ICEMA medical protocols and policies. When state-of-emergency has been terminated, PROVIDER shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.
- D. **Multi-casualty Incidents** - Normal (i.e., not disaster related) multi-casualty incident calls rendered by PROVIDER shall be performed in accordance with approved ICEMA policies in support of the Incident Command System. In the course of rendering services, PROVIDER shall not be automatically exempt from late run assessments, but may appeal assessments for individual calls, otherwise imposed by this Agreement.

**XV. SPECIFIC PROVISIONS**

- A. **User Fees Rate Adjustment** - PROVIDER acknowledges that ICEMA has the authority to determine rates for services provided under this Agreement and has exercised that authority by establishing the rates. The rates shall remain in force and effect throughout the term of this

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Agreement but may be modified or adjusted pursuant to process as defined in ICEMA Policy #5080.

- B. **On-Scene Collections** - PROVIDER's personnel shall not request payment for services rendered under this Agreement in response to any 9-1-1 call either at the scene of the call, enroute, or upon delivery of the patient.
- C. **Billing and Collections** - PROVIDER's billing and collection program shall be managed in compliance with all applicable local, state and federal laws and regulations.

**XVI. AGREEMENT MANAGEMENT/MONITORING FEE**

PROVIDER shall , with other providers, pay a pro rata share of an annual management/monitoring fee in an amount estimated to be sufficient to cover ICEMA's costs related to monitoring and enforcing the provisions of this Agreement for the subsequent fiscal period. The annual fee shall amount to 1) staff directly responsible for the administration of this Agreement; 2) administrative and office costs; and 3) overhead. PROVIDER's pro rata share of cost will be determined based on the total management/monitoring cost for all EOAs serviced by PROVIDER divided by the total number of 9-1-1 transports within all of the EOAs serviced by PROVIDER and multiplied by the number of 9-1-1 transports within the EOA subject to this Agreement during the most recent 12-month period for which data is available at the time of cost estimate. Except for the initial partial fiscal year of this Agreement, ICEMA will provide an estimate of PROVIDER's share of cost for the coming fiscal period not later than thirty (30) days prior to the start of such period. Within ninety (90) days after the end of a fiscal year, ICEMA will determine actual cost for that period and determine whether revenues collected based on estimates resulted in over or underpayment by PROVIDER. Any over or under payments for the prior period will be credited or added to the provider payments in the current period. Additional adjustments to the fee can be made for other changes, such as, a change in monitored components (i.e., interfacility transports code 2 calls. Fees shall be paid to ICEMA within thirty (30) days of the beginning of the quarter. Any increases in the Management/Monitoring Fee imposed by ICEMA shall be considered an "Extraordinary Cost Increase" that shall be considered in any application for rate increase by PROVIDER under Section XV.A, "User Fees Rate Adjustment", above. ICEMA warrants and represents that the payments made by Provider to ICEMA shall be less than or equal to the ICEMA's actual costs to provide those ICEMA Services and/or oversight. No funds shall be used by ICEMA in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

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It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

**XVII. DATA COLLECTION AND REPORTING REQUIREMENTS**

A. **PROVIDER** shall maintain data collection and reporting systems that meet the following minimum standards:

1. Response Reporting Requirements: PROVIDER agrees to submit, in a Response Report in a form and/or format as set forth by ICEMA to include all data necessary for ICEMA to analyze and report on PROVIDER’s performance by individual EOA. This report is due no later than the fifteenth (15<sup>th</sup>) day of the following month (or the following business day if the fifteenth (15<sup>th</sup>) falls on a non-business day). Failure to provide all data required for analysis will result in a one thousand dollar (\$1,000) penalty for every day the data is late.
2. For each patient treated, PROVIDER’s personnel shall complete an ICEMA approved electronic patient care report (ePCR) to include a unique patient dispatch identifier in a format to be developed by ICEMA.
3. PROVIDER shall establish and maintain, throughout the term of this Agreement, mobile hot spot access in each response unit for identified EMS first responders, fire departments, and other public safety entities for the specific purpose of the transfer of patient care related data to and from internal and/or external network(s) via Wi-Fi coverage zones.
4. PROVIDER shall submit monthly data, including CAD data, for each response, and patient care data as specified by ICEMA. PROVIDER is required to comply with this requirement using ICEMA’s approved electronic data collection and submission format.
5. Data Audits - ICEMA may require an audit of patient care records and response time data.

B. **Financial Audits** - ICEMA may require an audit of books and records of the PROVIDER. Such audit shall be carried out by a person selected by the PROVIDER and approved by

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ICEMA. If agreement cannot be reached on a person to perform the audit, the financial audit shall be carried out by a Certified Public Accountant selected by ICEMA. If there is any charge, cost or fee for such an audit such shall be paid by the PROVIDER.

C. **On-site Disclosure** - In addition to the aforementioned reports and data, Provider shall maintain up-to-date records and data pertaining to its services specific to San Bernardino County, as listed below. PROVIDER shall make such reports and data available for on-site review and inspection, upon request of ICEMA.

1. Services by payor source.
2. Services provided by category (e.g., ALS, BLS and mileage) and by financial class.
3. Services by date of service.
4. Collections by payor source.

D. **Changes in Practices and Procedures** - PROVIDER shall adhere to said practices, procedures, schedules, and policies except as provided herein. The parties acknowledge and agree that certain of the items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other third-party payors. Such rules, regulations, policies, and procedures may change from time to time and PROVIDER's practices and procedures must change in response to such changes. The parties agree that it would be impractical to amend this Agreement to reflect such changes each time they occur and therefore agree that PROVIDER may change the practices, procedures, schedules, and policies referred to above without a formal amendment to this Agreement, subject to the review and approval of the ICEMA Executive Director. Nothing in this section shall be construed as authorizing any increase in the user fees or rates without complying with such rate adjustment provisions as contained herein.

E. **System Enhancements**

1. PROVIDER shall pay one-time supplemental funding, to ICEMA, in the amount equal to one hundred thousand dollars (\$100,000) to assist in offsetting a portion of ePCR hardware purchased by first responder agencies to enhance patient care documentation and reporting as well as to provide efficient information for accurate and timely billing. This supplemental funding will be due and payable to ICEMA upon execution of this Agreement. ICEMA shall distribute the supplemental funds among the first responder agencies in accordance with the agencies' and ICEMA's needs. Any amount of supplemental funding not spent by ICEMA on ePCR hardware

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pursuant to this Section by the end of the term of this Agreement and any extensions thereto shall be refunded to PROVIDER. ICEMA warrants and represents that the payment made by Provider to ICEMA pursuant to this Section shall be less than or equal to the ICEMA's actual costs to provide those ICEMA Services, products and/or oversight. No funds shall be used by ICEMA in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

2. PROVIDER agrees to provide educational program content to ICEMA for utilization by all ICEMA certified/accredited EMS personnel.
3. PROVIDER agrees to utilize ICEMA's designated ePCR software vendor for continuity of data transfer between first responder agencies, AMR, and paramedic receiving hospitals.
4. PROVIDER agrees to provide mobile hot spots to create Wi-Fi coverage allowing first responder agencies to connect to the internet for purposes of data transmission related to the care and treatment of patients in the prehospital setting.
5. PROVIDER shall, within six (6) months of execution of this Agreement, ensure and maintain EMD certification for all dispatchers in accordance with ICEMA's EMD policies and protocols.

**F. Ownership of Data**

1. PROVIDER AND ICEMA agree that all data and records submitted to ICEMA under the terms of this Agreement, including but not limited to dispatch data and records, shall remain the property of ICEMA subject to disclosure by ICEMA pursuant to the California Public Records Act.
2. PROVIDER may assert that any portion of such data or records provided pursuant to this section should be treated as confidential, and is exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, PROVIDER shall provide a statement as to the basis for the claim of confidentiality specifying any exemption in law (e.g., Uniform Trade Secrets Act, Civil Code Section 3426 et seq.). PROVIDER shall hold ICEMA harmless from any and all liability or damages resulting from ICEMA's release of such confidential records and/or information in response to a court order, or statutory or regulatory mandate.
3. ICEMA shall notify PROVIDER of any request for information. PROVIDER may pursue its legal remedies to prevent disclosure of such information.

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**XVIII. LIQUIDATED DAMAGES**

- A. This Agreement includes provisions for liquidated damages from PROVIDER relative to late runs occurring within a defined service area and other failures to meet required standards. These liquidated damage provisions have no application to the PROVIDER’s other duties under this Agreement, and do not limit ICEMA’s remedies or ability to recover damages against the PROVIDER in any other respect, and have no application to claims against the PROVIDER by third parties to this Agreement. PROVIDER shall pay ICEMA said liquidated damages as determined and assessed by ICEMA pursuant to the provisions contained herein.
- B. **EMS Trust Fund** - The liquidated damages and assessments as set forth in Section XVIII will be deposited in an EMS Trust Fund to be utilized for the purpose of enhancing, not supplanting, the EMS system as determined by ICEMA.
- C. **Liquidated Damages for Resource Performance** - For any month in which PROVIDER fails to meet the combined total of ninety percent (90%) response time for all runs within the EOA system wide, one hundred dollars (\$100) shall be assessed as liquidated damages for each one-tenth of a percentage point (or fraction thereof) less than ninety percent (90%). Non-emergency transports shall not be included in the determination of compliance with the 90% response time requirement and any assessment of liquidated damages.
- D. **Vehicle Break Downs**
  - 1. Any unit in-service that fails due to mechanical, electrical, technology or actions of personnel, will be considered a “Critical Failure.” All critical failures will be considered “Preventable” unless ICEMA receives conclusive facts or written evidence to the contrary.
  - 2. **Notification and Reporting Requirements to ICEMA** - Within three (3) business days of a vehicle breakdown, PROVIDER shall submit, in an approved format, a report that documents the nature of failure and vehicle’s location at time of breakdown. A mechanic’s report must be received within three (3) business days of initial report which must include last preventative maintenance date, mileage, vehicle vin, model year, mechanic’s report detailing failure inspection, and contributing factors.
  - 3. **Penalties:**
    - a. Critical failures deemed to have been “preventable” - two hundred fifty dollars (\$250) per incident

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- b. Critical failures not reported within three (3) business days of occurrence - two hundred fifty dollars (\$250) per occurrence

**E. Liquidated Damages for Late Arrival**

The following fees will be assessed on each late 9-1-1 arrival within the EOA:

Late	Assessment
0.01 – 1 min	\$5
1.01 – 2 min	\$10
2.01 – 3 min	\$20
3.01 – 4 min	\$50
4.01 – 5 min	\$70
5.01 – 6 min	\$90
6.01 – 7 min	\$110
7.01 – 8 min	\$140
8.01 – 9 min	\$160
9.01 – 10 min	\$180
10.01 – 15 min	\$200
15.01 – 20 min	\$250
20.01 – 30 min	\$300
30.01 – 60 min	\$600
>60 min	\$1000

**F. Performance Credits**

For each sub-response zone, defined in Attachment 3 as Metropolitan/Urban/Suburban, Rural and Wilderness, in which PROVIDER exceeds the 90% response time standards compliance, the following credits will apply against the liquidated damages for late 9-1-1 arrival assessments outlined above in Section XVIII.E.

% Compliance	Credit
91 – 92%	10%
92.01 – 93%	20%
93.01 – 94%	30%
94.01 – 95%	50%
95.01 – 96%	65%
96.01 – 97%	75%
97.01 – 98%	80%
98.01%+	90%

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In addition, if all response zones within the scope of the services of this Agreement exceed compliance, the following additional credits will apply against liquidated damages for late 9-1-1 arrival assessments:

% Compliance	Credit/zone
91 – 92%	10%
92.01 – 93%	20%
93.01 – 94%	30%
94.01 – 95%	50%
95.01 – 96%	65%
96.01 – 97%	75%
97.01 – 98%	80%
98.01%+	90%

- G. **Waiver of Liquidated Damages/Grievances** - ICEMA reserves the right to individually exclude calls from the response time standard of performance as it relates to liquidated damages and assessments. The response time of calls to areas that are inaccessible from the normal posting locations within the performance standard are appealable. ICEMA will waive response time liquidated damage assessments during an initial assessment phase of six (6) months from the date of Agreement approval by the ICEMA Governing Board.
- H. **Data Reporting Assessment** - In the event PROVIDER fails to furnish information required by this sub-section concerning a call, transport, or account, ICEMA staff shall notify PROVIDER of such failure and PROVIDER shall have three (3) business days to furnish the required information. If PROVIDER does not furnish the information within that period, then ICEMA, at its option, may impose upon PROVIDER a liquidated damage assessment of ten dollars (\$10) for each item of such information and five hundred dollars (\$500) for failure of the ambulance crew to report their arrival on-scene and on-scene time is not verifiable by other reliable means.
- I. For each incident in which a member of PROVIDER'S field staff willfully falsifies reportable data, the PROVIDER shall pay to ICEMA a penalty of one thousand dollars (\$1,000). If such falsification is committed by a member of PROVIDER'S Management staff, the penalty shall be five thousand dollars (\$5,000) and, if a member of PROVIDERS's management staff is not immediately removed from his or her position, PROVIDER will be subject to the major breach provisions of this Agreement as identified in Section XXIV, "MAJOR BREACH EMERGENCY TAKE OVER PROVISIONS."

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- J. **Exemptions** - ICEMA will exclude from the database utilized for calculating monthly compliance any approved exemptions. In order to be eligible for an exemption the PROVIDER must include a full explanation with substantiating documentation, of its reasons for requesting such exemptions as part of the PROVIDER's monthly report.
- K. **Payment of Assessed Liquidated Damages** - PROVIDER shall pay ICEMA, within thirty (30) days of receipt of written notice that any liquidated damages and assessments that have been assessed under this section.

**XIX. COMPLIANCE**

- A. PROVIDER shall comply with all ICEMA policies, procedures, protocols and directives issued in accordance with the law, including the EOA Plan for the County of San Bernardino. PROVIDER shall comply with all applicable federal, state and local laws and regulations, including but not limited to the requirements of the United States Department of Health and Human Services, Health Care Financing Administration, California Highway Patrol, California Department of Health Services, California Emergency Medical Services Authority, and County of San Bernardino.
- B. **Loss of Business** - PROVIDER understands that a loss of this Agreement in a future bid cycle means the loss of all business covered by the exclusivity provisions of this Agreement in the EOA during the term of this Agreement. PROVIDER accepts this as a reasonable solution to the problems of system-wide disruption that would otherwise occur.
- C. **Outside Work** - PROVIDER shall not be prohibited from doing outside work, which is unrelated to advanced life support or medical transportation, so long as such work does not detract from PROVIDER's primary emergency services responsibilities under this Agreement.

**XX. AUDITS AND INSPECTIONS**

- A. **Reasonable Inspection Notice** - In addition to ICEMA's authority under Section XVII, "DATA COLLECTION AND REPORTING REQUIREMENTS" 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 all 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

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representatives may, at any time, and without notification, directly observe PROVIDER's operation at the PROVIDER's dispatching center, maintenance facility, and any ambulance post location. ICEMA representatives may ride as "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.

- B. **Normal Business Hours Restriction** - ICEMA's right to inspect records in PROVIDER's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the PROVIDER in advance of any such visit. ICEMA's right to observe and inspect operations shall not be restricted by normal business hours and shall not require advance notification.
- C. **Authorized Observers** - This right to directly observe PROVIDER's field operations, provider dispatch operations, and maintenance shop operations shall also extend to authorized representatives of ICEMA or other persons authorized by ICEMA. Such persons 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.
- D. **Exception to Section** - The terms of Section XX of this Agreement shall not apply where ICEMA has a reasonable cause to believe that a significant and substantial violation of this Agreement has occurred, or is imminent to occur, that may endanger the general public health or is necessary to preserve records that relate to the enforcement provisions of this Agreement, and upon demand, ICEMA shall have immediate access to PROVIDERS' operations, data, and records."

## XXI. GENERAL RESPONSIBILITIES AND DUTIES OF ICEMA

### ICEMA shall:

- A. **Bed Delay** - Make every attempt to work with hospitals to reduce bed delay.
- B. **Monitoring and Enforcement** - Monitor and enforce performance under this Agreement to ensure service areas covered under this Agreement receive adequate emergency medical services including emergency ambulance service.
- C. **Rate Approval** - Review, reserving the right to approve, reasonable rates and charges by the PROVIDER.
- D. **Competitive Bid Process** - Develop, implement, and conduct a competitive bid process for the selection of emergency ambulance providers to serve EOAs, except as may be required under the California Health and Safety Code, Sections 1797.224 and 1797.226.
- E. **Medical Control** - Provide for system medical control/Medical Director.

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- F. **Default Provisions** - Conduct a competitive bid process for the selection of a PROVIDER to provide emergency ambulance services within the affected contracted EOA, in the event of default, taking over and managing all operations until a new PROVIDER can be secured.
- G. **Compliance Reports** - Provide monthly compliance reports for review by the Performance Committee. This report shall contain a summary of compliance to performance standards and summary of exemptions requested and granted.
- H. **Annual Audit** - Conduct an annual audit to verify accuracy of performance data to include, but not limited to, response time compliance data.
- I. **Annual Report** - Provide an annual compliance report for review to the San Bernardino County Emergency Medical Care Committee (EMCC) and the ICEMA Governing Board.

**XXII. GENERAL PROVISIONS**

This Agreement shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission from ICEMA. Similarly, any change in ownership equal to or greater than fifty percent (50%) of PROVIDER's company shall be considered a form of assignment of this Agreement, and must be approved by ICEMA, provided that ICEMA shall not unreasonably withhold its approval of such change in ownership.

**A. TERM OF AGREEMENT AND RENEWAL PROVISIONS.**

- 1. **Term** - The term of this Agreement shall be two (2) years commencing on July 1, 2012. Subsequent to the initial two (2) year term, this Agreement may be extended for two (2) additional one (1) year extensions. Each one (1) year extension must be approved by ICEMA's Governing Board. ICEMA shall provide PROVIDER no less than one hundred eighty (180) days' notice of its intent not to extend this Agreement for either of the two (2) one (1) year extensions.
- 2. **Continuity of Service** - ICEMA hereby declares and makes a finding that it is in the public's best interest to assure that persons needing emergency medical services will not be negatively impacted by changing providers of emergency ambulance services and that the public continues to receive high quality ambulance services. It is also in the best interest that PROVIDER provide an experienced and stable work force of supervisors, paramedics, EMT's, dispatchers and other support personnel; and that it is in the public best interest that PROVIDER establishes a systematic capital

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replacement policy that focuses on long term investment in the EOA and ensures their ability to comply with the terms of this Agreement.

**B. END TERM PROVISIONS**

1. **Transition Period** - In the event PROVIDER is not the winner of ICEMA's next bid competition, PROVIDER shall continue to provide services during the transition period, and shall assist both ICEMA and its new PROVIDER in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both PROVIDER and ICEMA during the period of transition from one PROVIDER to another. In the event the bidding and Agreement process is not completed six (6) months prior to the termination date of this Agreement, the PROVIDER shall continue to provide services in six (6) month increments from the end date of this Agreement until such time that the process is finalized.
2. **Transfer of Goodwill** - Upon termination of this Agreement, PROVIDER shall assert no claim of rights to conduct business within the contracted EOA after the termination of this Agreement, nor shall PROVIDER assert any claim of compensation owed relative to the loss of such business.

**XXIII. DISPUTE AND GRIEVANCE PROCEDURE**

- A. **Dispute Resolution** - ICEMA's duties shall include monitoring the operation of this Agreement and ensuring that PROVIDER fulfills its obligations hereunder. In fulfilling this responsibility, ICEMA shall employ a staff member knowledgeable in issues concerning emergency medical services, emergency ambulance services and the terms of this Agreement.
- B. **Monthly Performance Reports** - ICEMA shall review monthly reports regarding PROVIDER's performance under the terms and conditions of this Agreement and shall assess liquidated damages to be paid by PROVIDER, if any, as specified herein and according to the terms hereof. Such reports shall include, but are not limited to, a summary report of all response time exemptions requested by PROVIDER. The reports shall provide a detailed explanation of all response time exception requests, which PROVIDER chooses to submit for consideration. PROVIDER shall have a full opportunity to present any exculpatory or mitigating evidence prior to ICEMA's determination concerning the assessment of any liquidated damages.

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- C. **Disputes and Grievances** - ICEMA shall attempt to resolve disputes or grievances concerning Agreement performance matters between PROVIDER and any city fire district, public agency, consumer of service, and any other interested person or party. ICEMA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies, which are reasonably available.
- D. **Strike Notification** - PROVIDER shall notify ICEMA, local hospitals, and area EMS providers upon reasonable knowledge of a strike by PROVIDER's personnel. This notification shall occur as soon as the information becomes verifiable prior to the effective strike date. An action plan will be provided to ICEMA as soon as possible, but not more than twenty-four (24) hours following ICEMA notification. The action plan must be acceptable to ICEMA.
- E. **Strike Mitigation** - PROVIDER shall take every reasonable action necessary to prevent the strike from adversely effecting the provision of emergency medical services. In the event of a strike, ICEMA may exercise the "emergency take over" provision contained within the Agreement until the PROVIDER can resume normal operations where (1) no action plan is provided and/or initiated by the PROVIDER; or (2) PROVIDER's action plan is unable to meet standards under this Agreement. ICEMA will not unreasonably withhold acceptance of PROVIDER's action plan.
- F. **Minor Breach of Agreement** - ICEMA shall also have the power to assess liquidated damages for PROVIDER's "minor breaches" of this Agreement. "Minor breaches" shall mean failure to fulfill any of the terms and conditions of this Agreement that do not amount to a major breach of the Agreement, as delineated in Section XXIV (A) "Major Breach Definitions.
- G. **Appeal to ICEMA** - ICEMA's decisions in the matters referred to above may be appealed by PROVIDER to the ICEMA Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA 's decision is final. When such matters are appealed to the ICEMA Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and argument as may be reasonably presented, and shall, within thirty (30) calendar days following the hearing, render written findings and decision to uphold, modify, or overturn the initial decision. The ICEMA Governing Board's and decision shall be final. Notwithstanding this provision, PROVIDER may utilize the Dispute Resolution provisions as set forth in Section XXIII "DISPUTE AND GRIEVANCE PROCEDURE" of this Agreement for final resolution of such disputes.

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- H. **Satisfaction of Liquidated Damages** - When decisions made under the above provisions become final, and PROVIDER is found at fault, PROVIDER shall pay to ICEMA, sums sufficient to fulfill the liquidated damages, if any, as set forth herein.

**XXIV. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS**

- A. **Major Breach Definitions** - Conditions and circumstances which, shall constitute a major breach of Agreement by the PROVIDER shall include the following:

1. Failure of the PROVIDER to operate its services in a manner which enables ICEMA and the PROVIDER to remain in compliance with the requirements of the applicable federal, state and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this Agreement. Once a takeover has been completed, ICEMA shall, as soon as reasonably possible, select a new ambulance provider, utilizing a competitive bid process.
2. Failure to comply with the 90% response time requirement for the EOA system wide for three (3) consecutive months or four (4) months in any twelve consecutive month periods shall be considered a major breach of Agreement.
3. Response time compliance falls below 80 percent (80%) for the EOA system wide for any month within the term of this Agreement.
4. Intentional falsification or omission of data or information supplied to ICEMA, which effects or has the effect of enhancing PROVIDER's performance under this Agreement.
5. Failure to report and comply when penalty provisions apply.
6. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein.
7. Multiple or unmediated failures to correct any minor breach within a reasonable period of time after written notice from ICEMA.
8. Any act or omission of PROVIDER, which, in the reasonable opinion of the ICEMA Medical Director, poses a serious risk to public health and safety.
9. PROVIDER terminates its contract with the County for provision of indigent transport services.

- B. **Notice to PROVIDER** - If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the ICEMA Executive Director, in consultation with the ICEMA Medical Director, shall notify PROVIDER of such existence or occurrence.

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PROVIDER shall have a period of time, which shall be reasonable under the circumstances, to take appropriate remedial action to correct the deficiencies. PROVIDER and ICEMA staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to the other remedies available herein.

- C. **Unresolved Allegation** - If an allegation of major breach has not been resolved under the above provisions, the ICEMA Executive Director, in consultation with the ICEMA Medical Director, shall notify PROVIDER in writing and ICEMA shall immediately undertake an emergency takeover of PROVIDER's operations pursuant to the provisions herein.
- D. **ICEMA Discretion** - If ICEMA finds that only a minor breach has occurred, or that a major breach has occurred but the public health and safety would not be endangered by allowing PROVIDER to continue its operations, then ICEMA may require other actions, short of termination and takeover, as it deems appropriate under the circumstances.
- E. **ICEMA Governing Board Hearing**
  - 1. After PROVIDER is given reasonable notice of Minor Breach, and PROVIDER has not taken appropriate remedial action to correct the deficiency, the ICEMA Governing Board shall hold a hearing upon the ICEMA Executive Director's recommendations. The ICEMA Governing Board shall receive and consider any additional information and evidence on the matter which PROVIDER or others may wish to present, and determine whether a major breach of this Agreement has occurred and whether said breach is such that the public health and safety would be endangered by allowing PROVIDER to continue its operations under this Agreement. If the ICEMA Governing Board finds that a major breach has occurred and PROVIDER has failed to cure the deficiency, it shall declare this Agreement terminated and commence action to affect an immediate takeover by ICEMA of PROVIDER's operations.
  - 2. If the Governing Board finds that only a minor breach has occurred, or that a major breach has occurred but that allowing PROVIDER to continue its operations would not endanger the public health and safety, the ICEMA Governing Board may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.
- F. **Expedited Hearing Process** - If, in the judgment of the ICEMA Executive Director, it appears a condition or circumstance of major breach exists or has occurred and that such condition or circumstance presents an immediate danger to the public health and safety, the

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ICEMA Executive Director, after giving notice to PROVIDER, may take the matter directly and immediately to the Governing Board for its determination under the above provisions.

G. **Notice of Default** - Pursuant to the above provisions, ICEMA shall have the right to terminate, cancel, or takeover services provided under this Agreement or to pursue any appropriate legal remedy in the event of a major breach. In such instance, ICEMA shall provide written notice to PROVIDER specifying the date and time of intended termination or takeover.

H. **Emergency Takeover** - Without limiting ICEMA's rights as set forth herein, in the event ICEMA determines that a major breach, actual or threatened, has or will occur, or that another event has or will occur that prevents performance, and if the nature of the breach or inability to perform is, in the reasonable opinion of the ICEMA Executive Director, such that public health and safety are endangered, and after PROVIDER has been given notice and an opportunity deemed reasonable by the ICEMA Executive Director to correct the deficiency (which notice may be less than 30 days, depending on the circumstances and gravity of the breach), the matter may be presented to the Governing Board. If the Governing Board concurs that (1) a breach has occurred, (2) the PROVIDER has failed to cure the breach, and (3) that the health and safety would be endangered by allowing PROVIDER to continue its operations, PROVIDER shall cooperate fully with ICEMA to affect an immediate takeover by ICEMA of PROVIDER's EOA. Such takeover may be affected at any time after action by the Governing Board or within such time period as the Governing Board deems to be appropriate.

I. **Takeover Cooperation**

1. PROVIDER shall not be prohibited from disputing any such finding of major breach through litigation, provided that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the ICEMA.
2. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a major breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the emergency takeover by ICEMA.
3. PROVIDER's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the PROVIDER of the finding of major breach, and shall not in any way jeopardize PROVIDER's right to recovery should a court later find

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that declaration of major breach was made in error. However, failure on the part of the PROVIDER to cooperate fully with ICEMA to effect a safe and smooth takeover of operations shall itself constitute a major breach of this Agreement, even if it was later determined that the original declaration of major breach was made in error.

4. The ICEMA Governing Board shall be the final authority for ICEMA.

**XXV. FORCE MAJEURE**

- A. **Effect** - Except as otherwise expressly provided in this Agreement, no default in the performance of any obligations hereunder will be deemed to exist if such default is solely the result of a Force Majeure. In the event either party hereto is unable, by reason of Force Majeure, to carry out its obligations under this Agreement, it is agreed that on such party's giving prompt notice of the full particulars of such event of Force Majeure, to be confirmed in writing, to the other party as soon as possible after the occurrence of the event of Force Majeure relied upon, the obligations of the party giving such notice so far as they are affected by such event of Force Majeure, shall be excused during the continuance of such event of Force Majeure. A breach of this Agreement caused by an event of Force Majeure shall as far as practical be remedied with all reasonable dispatch.
- B. **Diligent Efforts** - During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to enable it to so commence or resume performance of its obligations under this Agreement.

**XXVI. HOLD HARMLESS, INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**A. Hold Harmless**

- 1. PROVIDER agrees to defend, indemnify, hold harmless and release ICEMA, their officers, agents and employees, from and against any and all actions claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by PROVIDER hereunder, whether or not there is concurrent negligence on the part of ICEMA, but excluding liability due to the active negligence

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or willful misconduct of ICEMA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for PROVIDER or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of PROVIDER to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

2. ICEMA agrees to indemnify, hold harmless and release PROVIDER, its officers, agents and employees, from and against any and all actions claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions in the performance by ICEMA hereunder, whether or not there is concurrent negligence on the part of the PROVIDER, but excluding liability due to the active negligence or willful misconduct of the PROVIDER. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for ICEMA or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. ICEMA shall be liable to PROVIDER for any loss of or damage to PROVIDER's property arising from ICEMA's negligence. The duty of ICEMA to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**B. Basic Requirements**

1. **Indemnification** - Provider agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless ICEMA 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 PROVIDER, its employees and/or agents, and for any costs or expenses incurred by ICEMA on account of any claim except where such indemnification is prohibited by law.
2. **Additional Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming ICEMA and its officers, employees, agents and volunteers as additional insureds 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 to vicarious liability but shall allow coverage for ICEMA to the full extent provided by the

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policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights** - The PROVIDER shall require the carriers of required coverage to waive all rights of subrogation against ICEMA, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit PROVIDER and PROVIDER's employees or agents from waiving the right of subrogation prior to a loss or claim. PROVIDER hereby waives all rights of subrogation against ICEMA.
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.
5. **Severability of Interests** - 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 PROVIDER and ICEMA or between ICEMA and any other insured or additional insured under the policy.
6. **Proof of Coverage** - PROVIDER shall furnish Certificates of Insurance to ICEMA Department administering the Agreement evidencing the insurance coverage, including endorsements, as required, 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 Agreement, PROVIDER shall furnish a copy of the Declaration page for all applicable policies.
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".
8. **Deductibles and Self-Insured Retention** - Any and all deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000) shall be declared to and approved by Risk Management.
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

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canceled and not replaced, ICEMA 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 will be promptly reimbursed by PROVIDER or County payments to PROVIDER will be reduced to pay for County purchased insurance.

10. **Insurance Review** - Insurance requirements are subject to periodic review by ICEMA. 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. 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, inflation, or any other item reasonably related to ICEMA'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 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.

**C. Insurance Specifications**

PROVIDER agrees to provide insurance set forth in accordance with the requirements herein. If PROVIDER uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, PROVIDER agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Agreement.

Without in anyway affecting the indemnity herein provided and in addition thereto, PROVIDER shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

1. **Workers' Compensation/Employers Liability** - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount

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and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand dollars (\$250,000) limits covering all persons including volunteers providing services on behalf of PROVIDER and all risks to such persons under this contract.

If PROVIDER has no employees, it may certify or warrant to ICEMA 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 ICEMA's Director of Risk Management.

With respect to PROVIDERS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

2. **Professional Liability** - Professional Liability Insurance with limits of not less than five (5) million (\$5,000,000) per claim or occurrence and ten million (\$10,000,000) aggregate limits.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

3. **Commercial/General Liability Insurance** - PROVIDER shall carry General Liability Insurance covering all operations performed by or on behalf of PROVIDER providing coverage for bodily injury and property damage with a combined single limit of not less than five (5) million dollars (\$5,000,000), 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. Two (2) million dollars (\$2,000,000) general aggregate limit.

4. **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

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five million dollars (\$5,000,000) for bodily injury and property damage, per occurrence.

If PROVIDER is transporting one (1) 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 PROVIDER owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

5. **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. **Documentation**
  - a. The following documentation shall be submitted to ICEMA:
    - 1) Properly executed Certificates of Insurance clearly evidencing all coverage and limits. Said Certificates shall be submitted prior to the execution of this Agreement.
    - 2) Upon ICEMA's written request, certified copies of Declaration pages.
7. **Obligations Not Limited by Insurance** - PROVIDER's indemnity and other obligations, owed to ICEMA shall not be limited by the foregoing insurance requirements.
8. **Breach** - If PROVIDER, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a breach of Agreement. ICEMA, at its sole option, may terminate this Agreement and obtain damages from the PROVIDER resulting from said breach.

## XXVII. COMPENSATION TO PROVIDER

- A. **Compensation** - As compensation for the services, equipment, and materials furnished under this Agreement, PROVIDER shall receive the following as full compensation:
  1. Market rights as specified herein.

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2. Income from fee for service billing and other reimbursement mechanisms as specified.

B. **Exclusivity** - In consideration for all of the services, equipment, materials, and supplies to be furnished by PROVIDER, the ICEMA Governing Board has designated PROVIDER as an exclusive provider of ambulance services within the geographical areas defined by this Agreement. The parties further agree that by such designation and through the other provisions for PROVIDER compensation incorporated herein, ICEMA has fulfilled any and all obligations it may have presently or at any time during the term of this Agreement to compensate, reimburse, or otherwise pay PROVIDER for services provided to medically-indigent patients. Nothing in this section shall effect County's obligation to pay for services to medically indigent patients. Nothing in this Agreement is intended to create any duty on the part of ICEMA to pay for ambulance or emergency medical services rendered to any individual.

**XXVIII. RIGHTS AND REMEDIES NOT WAIVED**

The PROVIDER agrees and guarantees that the work herein specified shall be completed without further or additional compensation than that provided for in this Agreement; and that the acceptance of work herein and the payment thereof shall not be deemed to be a waiver by ICEMA of any breach of covenants or conditions, or any default which may then exist on the part of the PROVIDER, and the making of such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to ICEMA with respect to such breach or default.

**XXIX. ENTIRE AGREEMENT; AMENDMENTS; INTERPRETATION; VENUE; NOTICES**

A. **Entire Agreement/Amendments** - This Agreement and all Exhibits and Attachments, constitutes the entire Agreement between ICEMA and PROVIDER with respect to the subject matter hereof and supersedes any and all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless specifically included or incorporated herein. No modification of this Agreement shall be effective unless it is in writing and executed by the duly authorized representatives of the parties hereto.

B. **Rights and obligations** - The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the

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State of California. The parties further acknowledge and agree that the rights and obligations established under this Agreement are subject to, and shall not supersede, the rights under California Health and Safety Code, Section 1797.201, provided to any city or fire protection district within the PROVIDER's assigned EOA under this Agreement.

- C. **Venue** - The parties agree that this Agreement shall be construed under the laws of the State of California and that any action relating to this Agreement shall be instituted in the San Bernardino County Superior Court.
- D. **Notices/Communications** - Notices and other communications required hereunder shall be transmitted in writing by certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

To PROVIDER:  
American Medical Response, Inc.  
Attn: Legal Department  
6200 South Syracuse Way, Suite # 200  
Greenwood Village, CO 80111

Second Copy:  
American Medical Response of Inland Empire  
General Manager  
7925 Center Avenue  
Rancho Cucamonga, CA 91730

To ICEMA:  
Executive Director  
ICEMA  
1425 South "D" Street  
San Bernardino, CA 92415-0060

Except as otherwise provided, any notice given pursuant to this Agreement shall be effective seven (7) days after the postmark or upon receipt as evidenced by the return receipt card, whichever is later.

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**XXX. INDEPENDENT PROVIDER**

- A. **Status of PROVIDER** - The parties intend that PROVIDER, in performing the services specified herein, shall act as an independent PROVIDER and shall control the work and the manner in which it is performed. PROVIDER is not to be considered an agent or employee of ICEMA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits ICEMA provides its employees.
- B. **Taxes** - PROVIDER agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. PROVIDER agrees to indemnify and hold ICEMA harmless from any liability which it may incur to the United States or to the State of California as a consequence of PROVIDER's failure to pay, when due, all such taxes and obligations. In case ICEMA is audited for compliance regarding any withholding or other applicable taxes, PROVIDER agrees to furnish ICEMA with proof of payment of taxes.

**XXXI. PARTIAL INVALIDITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**XXXII. PREVENTION OF IMPLEMENTATION**

The parties agree that in the event ICEMA, or PROVIDER, or both, are delayed or prevented due to legal action from implementing the provisions of the Governing Board's action, relating to the establishment of an EOA for service, the terms and conditions of this Agreement may be modified as mutually agreed upon by the parties.

**XXXIII. NON-DISCRIMINATION**

PROVIDER shall comply with all applicable federal, state and local laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap.

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**XXXVI. NON-TRANSFERABLE AGREEMENT**

- A. **Consent of ICEMA** - This Agreement shall not be assigned or transferred, nor shall the duties hereunder be delegated without the express written permission of ICEMA, unless Agreement is assigned or transferred to PROVIDER’s subsidiary, with written notice to ICEMA.
- B. **Application of Health and Safety Code** - The consent of ICEMA to any assignment of this Agreement is independent of and will have no affect on the rights of PROVIDER and/or its assignee under Sections 1797.224 and 1797.226 of the California Health and Safety Code.

**XXXV. SECTION HEADINGS AND TABLE OF CONTENTS**

Section headings and Table of Contents are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

**XXXVI. COOPERATION**

PROVIDER’s obligations of cooperation with the ICEMA hereunder shall survive termination of this Agreement and shall remain in force and effect until fulfilled.

**XXXVII. CONFLICT OF LAWS**

This Agreement shall not be construed to confer any further or additional rights on PROVIDER than may otherwise exist under the provisions of EMS Act (California Health and Safety Code, Section 1797, et seq.) and remains subject to the provisions of California Health and Safety Code, Sections 1797.201, 1797.224, and 1797.226, where applicable.

**XXXVIII. FORMER COUNTY AND ICEMA OFFICIALS**

PROVIDER agrees to provide or has already provided information on former County of San Bernardino administrative and ICEMA officials (as defined below) who are employed by or represent PROVIDER. The information provided includes a list of former County or ICEMA administrative officials who terminated County or ICEMA employment within the last five (5) 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, “County or ICEMA 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, any employee in the Exempt Group, Management Unit or Safety Management Unit or any employee of ICEMA Emergency Medical Services Program. If during the course of the administration of this Agreement, ICEMA determines that the 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.

**XXXIX. REGULATORY PROVISIONS**

- A. **Compliance** - The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.
- B. **Compliance Program and Code of Conduct** - PROVIDER has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at PROVIDER’s web site, located at: [www.amr.net](http://www.amr.net), and each party acknowledges receipt of such documents. PROVIDER warrants that its personnel shall comply with its compliance policies, including training related to the Anti-kickback Statute.
- C. **Non-Exclusion** - Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
- D. **Referrals** - It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

\_\_\_\_\_

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

▶  
\_\_\_\_\_  
Josie Gonzales, Chair, Board of Directors

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

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

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

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
Laura H. Welch, Secretary

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

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

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

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to Board for Signature

▶  
\_\_\_\_\_  
Counsel

▶  
\_\_\_\_\_

▶  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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