

FOR OFFICIAL USE ONLY

☒ New	FAS Vendor Code		SC		Dept.	A		Contract Number		
☐ Change					SMI					
☐ Cancel										
ePro Vendor Number						ePro Contract Number				
00002329						134722				
Dept. Orgn.						Contractor's License No.				
INLAND COUNTIES EMERGENCY MEDICAL AGENCY SMI ICM										
Contract Representative						Telephone				
Thomas G. Lynch, EMS Administrator						(909)388-5823				
Total Contract Agreement						\$ 150,000				
Contract Type										
☐ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:										
If not encumbered or revenue contract type, provide reason:										
Commodity Code			Contract Start Date		Contract End Date		Original Amount		Amendment Amount	
			3/27/13		9/30/13		\$		\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No		Amount			
SMI	ICM	ICM	200	2455			\$ 150,000			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amountt			
							\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount			
							\$			
Project Name				Estimated Payment Total by Fiscal Year						
Contract for Ground Medical				FY	Amount	I/D	FY	Amount	I/D	
Transportations System										
Design Consultant										

INLAND COUNTIES
EMERGENCY MEDICAL
AGENCY

STANDARD CONTRACT

THIS CONTRACT is entered into in the State of California by and between the Inland Counties Emergency Medical Agency, hereinafter called ICEMA, and The Abaris Group hereinafter called Contractor.

Name

The Abaris Group

Address

5390 Stonehurst Drive

Martinez, CA 94553

Telephone

925-933-0911

Federal ID No. or Social Security No.

33-0358367

**CONTRACT
BETWEEN
THE ABARIS GROUP
AND THE
INLAND COUNTIES EMERGENCY MEDICAL AGENCY
FOR
GROUND MEDICAL TRANSPORTATION SYSTEM DESIGN CONSULTANT**

This AGREEMENT is hereby entered into by and between The Abaris Group, herein referred to as Contractor and Inland Counties Emergency Medical Agency, herein referred to as ICEMA.

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

RECITALS

WHEREAS, the Inland Counties Emergency Medical Agency (ICEMA) operates through a Joint Powers Agreement as the local EMS Agency for San Bernardino County, pursuant to Health and Safety Code, Division 2.5, Chapter 4.

WHEREAS, ICEMA desires to designate a Contractor of choice to provide consulting services for San Bernardino County Ground Medical Transportation System Design AND;

WHEREAS, ICEMA conducted a competitive process to find Contractors able to provide the necessary services, AND;

WHEREAS, The Abaris Group has been evaluated by ICEMA and has been determined to have the necessary skills to provide services under the terms and conditions provided herein,

NOW, THEREFORE, ICEMA designates The Abaris Group as a Contractor of choice to provide consulting services as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on March 27, 2013 through September 30, 2013 with the option to extend the Agreement at ICEMA's discretion upon satisfactory performance.

ICEMA reserves the right to terminate the entire Agreement with a thirty (30) day written notice of termination in the event the Contractor does not perform service in a satisfactory manner.

ICEMA and the Contractor each reserve the right to terminate the Agreement, for any reason, with a sixty (60) day written notice of termination. Such termination may include all or part of the services described herein.

B. GENERAL AGREEMENT TERMS

1. CONTRACT TRANSACTION CHARGE (CTC)

Contractor agrees to remit a Contract Transaction Charge (CTC) in the amount of one percent (1%) of all sales (products and/or services) occurring under this contract, not including taxes, capped at 1% of \$100,000 or \$1,000 per contract. Contractor agrees not to assess the transaction charge in the form of a line item in their invoices, rather it will include the CTC in its unit prices for all products and/or services available under the contract. The CTC shall be remitted to the San Bernardino County (County) Purchasing Department at 777 E. Rialto Avenue, San Bernardino, CA 92415, no later than thirty (30) calendar days following the end of the calendar quarter in which sales (products and/or services) under the contract were paid. At the end of each calendar quarter or on the termination date of the contract, Contractor will calculate the CTC owed to County by multiplying the dollar amount of sales (products and/or services) paid by County in that calendar quarter by 1%. In no event shall Contractor remit to County more than \$1,000 in total CTC payments due under the contract. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. Contractor's obligation to remit the CTC survives termination of the contract. Upon termination of the contract, Contractor shall remit any outstanding CTC payments due to County within thirty (30) calendar days following the latter of: 1) termination of contract or, 2) final payment by County (if applicable). Contractor's failure to remit the CTC in a timely manner may result in ICEMA exercising any recourse available under the contract or as provided for by law.

2. **IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

3. **TAXES**

ICEMA is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. ICEMA shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to ICEMA pursuant to the Agreement.

4. **NOTIFICATION REGARDING PERFORMANCE**

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

5. **CONFLICT OF INTEREST**

Contractor shall make all reasonable efforts to ensure that no ICEMA or San Bernardino County officer or employee, whose position in ICEMA or San Bernardino County enables him/her to influence any award of the Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to the Contractor or officer or employee of the Contractor.

6. **IMPROPER CONSIDERATION**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the ICEMA or San Bernardino County in an attempt to secure favorable treatment regarding the Agreement.

ICEMA or San Bernardino County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA or San Bernardino County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by an ICEMA or San Bernardino County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the San Bernardino County Administrative Office. In the event of a termination under this provision, ICEMA or San Bernardino County is entitled to pursue any available legal remedies.

7. **INACCURACIES OR MISREPRESENTATIONS**

If in the course of Agreement, if ICEMA determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to

ICEMA, the Contractor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

8. **EMPLOYMENT OF FORMER ICEMA OR COUNTY OFFICIALS**

Contractor agrees to provide or has already provided information on former ICEMA or San Bernardino County administrative officials (as defined below) who are employed by or represent Proposer. The information provided includes a list of former county administrative officials who terminated ICEMA or county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Proposer. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

9. **OWNERSHIP OF DOCUMENTS**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Agreement shall be considered property of ICEMA upon payment for services. All such items shall be delivered to ICEMA at the completion of work under the Agreement, subject to the requirements of Section III -Termination for Convenience. Unless otherwise directed by ICEMA, Contractor may retain copies of such items.

10. **RELEASE OF INFORMATION**

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

11. **DAMAGE TO ICEMA PROPERTY, FACILITIES, BUILDINGS, OR GROUNDS**

Contractor shall repair, or cause to be repaired, at its own cost, all damage to ICEMA vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, ICEMA may make any necessary repairs. The Contractor, as determined by ICEMA, for such repairs shall repay all costs incurred by ICEMA, by cash payment upon demand, or ICEMA may deduct such costs from any amounts due to the Contractor from ICEMA.

12. **AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

13. **DRUG AND ALCOHOL-FREE WORKPLACE**

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

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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

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

14. **NOTICE OF DELAYS**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

15. **CONTRACTOR'S GUARANTEE**

In quoting, the Contractor guarantees to make delivery of entire scope of work no later than September 30, 2013 unless extension is granted by ICEMA upon satisfactory performance.

16. **PAYMENT**

Payments will be made upon invoice of the following deliverables. Invoices must reflect both purchase order number and applicable proposal number to initiate payment.

ICEMA Ambulance Transportation Plan Project			
Proposed Payments/Deliverables - The Abaris Group			
			Due Dates
Item	Deliverable	Amount	
1	Initial meeting with ICEMA staff, completion of final work plan, identification of stakeholders	\$ 20,000	4/26/13
2	Analyze and provide system wide financial data modeling	\$ 20,000	5/28/13
3	Analyze and develop models for exclusivity for 1) 9-1-1 calls only, & 2) 9-1-1 and IFTs including CCTs, conduct stakeholder focus groups and interviews	\$ 20,000	6/28/13
4	Compare/contrast ICEMA existing EOA and proposed with other comparable delivery systems	\$ 20,000	7/26/13
5	Develop final transportation plan, final recommended EOA design, potential revenue sources, other design recommendations, final report and consolidated recommendations based on all work conducted to date,	\$ 20,000	8/23/13
6	Final approval of all documents and work products by ICEMA	\$ 50,000	9/27/13

17. **RETURNED MERCHANDISE**

In quoting, the Contractor agrees to give full credit on returned merchandise resulting from this Agreement, with exception of custom orders.

18. **TERMINATION FOR CONVENIENCE**

ICEMA for its convenience may terminate this Agreement in whole or in part upon sixty (60) calendar days' written notice. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to ICEMA and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

19. **NONEXCLUSIVE AGREEMENT**

This is not an exclusive Agreement. ICEMA reserves the right to enter into an Agreement with other Contractors for the same or similar services. ICEMA does not guarantee or represent that the Contractors will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Agreement.

20. **AMERICAN-RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)**

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to ICEMA for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact ICEMA if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that ICEMA and San Bernardino County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by ICEMA pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact ICEMA with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that ICEMA and San Bernardino County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by ICEMA or San Bernardino County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

C. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

Contractor shall indemnify and hold harmless ICEMA, the County of San Bernardino, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Contractor shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of ICEMA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to ICEMA the appropriate form of dismissal relieving ICEMA from any liability for the action or claim involved.

Contractor's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to ICEMA pursuant to this Agreement. In the event of any such action or claim, Contractor shall provide immediate notice to ICEMA of the action or claim. Contractor may defend or settle the action or claim as Contractor deems appropriate; however, Contractor shall be required to obtain for ICEMA the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

2. **Additional Insured**

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

3. **Waiver of Subrogation Rights**

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

4. **Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by ICEMA and San Bernardino County.

5. **Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor, ICEMA or San Bernardino County or between ICEMA, San Bernardino County and any other insured or additional insured under the policy.

6. **Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to ICEMA and San Bernardino County administering the contract 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 ICEMA, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

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 \$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 contract does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA and San Bernardino County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by ICEMA or San Bernardino County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. **Insurance Review**

Insurance requirements are subject to periodic review by ICEMA and San Bernardino County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of ICEMA and San Bernardino County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA and San Bernardino County, 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 contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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

11. **Insurance Specifications**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the

existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

12. **Workers' Compensation/Employers Liability**

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

If Contractor has no employees, it may certify or warrant to ICEMA and San Bernardino County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by ICEMA's Director of Risk Management.

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

13. **Commercial/General Liability Insurance**

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

- a. Personal injury.
- b. Contractual liability.
- c. \$2,000,000 general aggregate limit.

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

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

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

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

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

14. **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.

D. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor and Audit

ICEMA shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with ICEMA in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by ICEMA.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

E. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

ICEMA reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

F. REPRESENTATION OF ICEMA

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

G. CONTRACTOR PRIMARY CONTACT

The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to ICEMA inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to ICEMA.

H. CHANGE OF ADDRESS

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

I. SUBCONTRACTING

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

J. AGREEMENT ASSIGNABILITY

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

K. AGREEMENT AMENDMENTS

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

L. ATTORNEY FEES AND COSTS

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

M. VENUE

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

N. LICENSES AND PERMITS

Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. Contractor will notify ICEMA immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

O. PREVAILING WAGE LAWS

By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold ICEMA, its elected officials, officers, employees

and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

P. ELECTRONIC FUND TRANSFER PROGRAM

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

Q. SCOPE OF WORK

1. System Analysis

Following a detailed system review, including stakeholders input, submit an updated Draft Medical Transportation Plan, to include recommendations for design of EOAs based upon, at a minimum, industry standards for patient transportation, a financial analysis, including potential payor sources for each recommended EOA, and consideration of unique geographic areas identified as rural/wilderness areas and/or areas with high seasonal or recreational areas.

- a. Analyze and provide system-wide financial data modeling of current and expected revenue potentials for recommended EOAs. Financial modeling should include anticipated funding sources/coverage for San Bernardino County payer mix.
- b. Analyze and develop models for exclusivity for: 1) 9-1-1 calls only and/or 2) 9-1-1 and IFTs, including CCTs.
- c. Conduct geographically based stakeholder focus groups for information/recommendations relating to design of EOAs to include:
 - First Responders, public and private
 - Transportation providers
 - City Managers and elected officials
 - Community leaders
 - Hospital representatives, including administrators and physicians, public and private
 - Skilled nursing organizations, convalescent homes, rehabilitation/long term care facilities
 - Physicians, including specialty hospital physicians (trauma, STEMI, and stroke)
- d. Analyze method should utilize ArcGis and geocoding, staffing and financial resources.
- e. Compare and contrast ICEMA existing and recommend EOA design with other comparable medical transportation delivery systems.
- f. Based on information outlined above, recommend proposed EOAs and operating area (non-exclusive).

2. Product To Be Produced

- a. Draft ICEMA Ground Medical Transportation Plan for San Bernardino County. Plan requirements:
 - Transportation Plan, EOA Plan should be cost neutral to San Bernardino County
 - Must comply with all federal, state and county statutes, regulations, and guidelines
 - Recommended EOA design by geographic description:
 - ArcGis geocoding
 - Lat/Long response time polygons
 - Potential costs/revenue sources, including anticipated changes in patient coverage and financial viability of EMS responders in EOA

- Except for very unique conditions, shall comply with industry/ICEMA established transport timeframes and should comply with applicable statutes, regulations and guidelines and EMSA System and Standards Guidelines

b. Other design recommendations based upon contractor's experience.

R. STATUS OF PARTIES

1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Contractor and ICEMA but is rather an Agreement by and between independent contractors.
2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

S. MODIFICATION

No modification, amendment, supplement to, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

T. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

U. ALTERNATIVE DISPUTE RESOLUTION

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

V. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

ICEMA
1425 South D Street
San Bernardino, CA 92405-0060

The Abaris Group
5390 Stonehurst Drive
Martinez, CA 94553

W. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

Any and all terms and conditions contained in the Agreement shall supersede any conflicting terms and conditions contained in any documents, Purchase Orders, Bills of Lading or similar documents.

IN WITNESS THEREOF, The Parties hereto have caused this MOU to be signed by their respective officials hereto as duly authorized by the governing bodies.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

► _____
Janice Rutherford, Chair, Board of Directors

Dated: _____

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

By _____
Deputy

CONTRACTOR

By ► _____
Name, *Position*

Name _____
(*Print or type name of person signing MOU*)

Title _____
(*Print or Type*)

Dated: _____

Address _____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to Board for Signature
► _____ Counsel	► _____	► _____
Date _____	Date _____	Date _____