

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 26C018004	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
 Department of California Highway Patrol

CONTRACTOR NAME
 Inland Counties Emergency Medical Services Agency

2. The term of this Agreement is:

START DATE
 07/01/2026

THROUGH END DATE
 06/30/2031

3. The maximum amount of this Agreement is:
 \$20,000.00 (Twenty Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Access Agreement	12
Exhibit B	Budget Details and Budget Provisions	1
Exhibit C *	General Terms and Conditions - 02/2025	*
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Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
 Inland Counties Emergency Medical Services

CONTRACTOR BUSINESS ADDRESS 1425 South D Street	CITY San Bernardino	STATE CA	ZIP 92415
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS 601 N. 7th Street	CITY Sacramento	STATE CA	ZIP 95811
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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EXHIBIT A

EMERGENCY MEDICAL SERVICES DATA SYSTEM ACCESS

This CONTRACT is hereby entered into by and between INLAND COUNTIES EMERGENCY MEDICAL AGENCY (hereinafter referred to as "ICEMA") and CALIFORNIA HIGHWAY PATROL (hereinafter referred to as "CHP"), to provide access to the ICEMA Emergency Medical Services (EMS) data system. ICEMA and CHP are hereinafter collectively referred to as the "Parties".

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

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

WHEREAS, ICEMA agrees to extend the access to the ICEMA EMS data system to CHP and

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

NOW, THEREFORE, ICEMA AND CHP agree as follows:

1. DEFINITIONS

- 1.1 California EMS Information System (CEMSIS):** The California Data Repository for the collection of EMS patient care data.
- 1.2 Electronic Patient Care Report (ePCR):** Method for the electronic documentation of patient care.
- 1.3 Elite:** A part of ICEMA EMS data system that includes EMS web-based ePCR collection.
- 1.4 Elite Field:** A part of ICEMA EMS data system that includes an optional mobile ePCR for data collection in real time.
- 1.5 Hospital Dashboard/Hospital Hub:** Provides hospitals with notification and a copy of the ePCR for inbound patients; increases hospital readiness with a complete ePCR for inbound patients; provides view of inbound patients from multiple services simultaneously; provides first step in health information exchange.
- 1.6 Software Abstract:** ICEMA's EMS data system software (Elite) contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from prehospital patient care reports.

EXHIBIT A

2. TERM OF CONTRACT

The term of the CONTRACT is effective as of July 1, 2026, and expires June 30, 2031, but may be terminated earlier in accordance with provisions of this CONTRACT.

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

3. FISCAL PROVISIONS

CHP shall be assessed an annual access and maintenance fee in the amount of \$4,000, due and payable on July 1st of each year. Fees are not refundable or prorated if the CONTRACT is terminated.

4. CHP's RESPONSIBILITIES

- 4.1 Ensure setup of provider agencies' specific parameters, such as permission groups and service rights.
- 4.2 Ensure setup and maintenance of provider agencies' permissions, user IDs, and passwords.
- 4.3 Ensure that all information necessary for each provider agencies' setup, such as staff, vehicles, and stations, are input correctly.
- 4.4 Configure service defined questions.
- 4.5 Ensure that data reported to the State or other legal entities meets minimum standards and guidelines.
- 4.6 Ensure accurate reporting functions particular to the jurisdictional region.
- 4.7 Monitor provider agencies' actions and data input.

5. ICEMA's RESPONSIBILITIES

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

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- 5.3** Configure necessary system parameters to enable providers within the jurisdictional region of the CHP to enter patient specific care data using the Elite Field or Elite to collect real-time or near-time details using CEMISIS data elements.
- 5.4** Provide CHP and approved providers access to ICEMA's EMS data system to generate reports necessary for process improvement.
- 5.5** Enable CHP to submit data to CEMISIS.
- 5.6** Provide hospitals within the jurisdictional boundaries of CHP, access to the Hospital Hub to provide the exchange of patient information prior to patient arrival at Hospital.
- 5.7** Provide first line user (CHP and provider agencies) support Monday - Friday, 7:00 am - 4:30 pm Pacific Time. ImageTrend will provide all secondary user support Monday - Friday, 8:30 am - 4:00 pm Central Time.
- 5.8** ICEMA will not be responsible for importing any data from CHP's prior data systems.
- 5.9** ICEMA's EMS data system maintenance and upgrades, if applicable, are included in the ongoing support as contracted. This ensures continued attention to system performance, general maintenance and scheduled system upgrades. CHP will be notified in advance of scheduled maintenance. It is the CHP's responsibility to accept all updates and upgrades to ICEMA's EMS data system. All code releases also maintain the integrity of any CHP specific configurations (templates, addresses, staff information, etc.) that have been implemented either by ICEMA's staff or CHP's administrative staff.
- 5.10** ICEMA will work with CHP as needed to develop queries and special reports, within the capabilities of the software, as requested in writing by CHP.
- 5.11** ICEMA agrees to promptly address program issues or problems reported by CHP and/or CHP's data system users. All software defects are the responsibility of the software vendor to correct.

6. GENERAL CONTRACT REQUIREMENTS

6.1 Recitals

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

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6.2 Contract Amendments

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

6.3 Contract Assignability

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

6.4 Contract Exclusivity

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

6.5 Attorney's Fees and Costs

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

6.6 Reserved.

6.7 Change of Address

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

6.8 Choice of Law

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

6.9 Reserved.

6.10 Confidentiality

The Parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this Contract or that become effective during the term of this

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Contract, including, but not limited to, facility and professional licensing, and or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

6.11 Primary Point of Contact

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

6.12 Reserved.

6.13 ICEMA Representative

The EMS Administrator of his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by CHP. If this Contract was initially approved by the ICEMA Board of Directors, then the ICEMA Board of Directors must approve all amendments to this Contract.

6.14 Reserved.

6.15 Debarment and Suspension

The CHP certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). The CHP further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

6.16 Reserved.

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6.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties, provided no such assignment is in violation of the provisions of this Contract.

6.18 Reserved.

6.19 Reserved.

6.20 Improper Influence

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

6.21 Improper Consideration

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

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

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

6.22 Informal Dispute Resolution

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from

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or relating to this Contract or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

6.23 Legality and Severability

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

6.24 Reserved.

6.25 Material Misstatement/Misrepresentation

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

6.26 Mutual Covenants

The Parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

6.27 Reserved.

6.28 Notice of Delays

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

6.29 Reserved.

6.30 Reserved.

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6.31 Reserved.

6.32 Reserved.

6.33 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

6.34 Reserved.

6.35 Representation of ICEMA

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

6.36 Strict Performance

Failure by a Party to insist upon the strict performance of any of the provisions of this Contract by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Contract thereafter.

6.37 Subcontracting

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

6.38 Reserved.

6.39 Reserved.

6.40 Time of the Essence

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

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6.41 Venue

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

6.42 Conflict of Interest

CHP shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CHP shall make a reasonable effort to prevent employees, CHP, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom CHP's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

6.43 Former County/ICEMA Administrative Officials

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

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department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

6.44 Reserved.

6.45 Reserved.

6.46 Reserved.

6.47 Reserved.

6.48 Reserved.

6.49. Reserved.

6.50 Public Health Authority

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

6.51 No Third-Party Beneficiaries

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

6.52 Data Ownership and Data Protection

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

6.53 Data Configuration

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

EXHIBIT A

7. INSURANCE

ICEMA and CHP are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this CONTRACT.

8. CORRECTION OF PERFORMANCE DEFICIENCIES

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

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

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

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

9. NOTICES

All written notices provided for in this CONTRACT or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

To ICEMA:

EMS Administrator
ICEMA
1425 South "D" Street
San Bernardino, CA 92415-0060

To CHP:

California Highway Patrol
Office of Air Operations

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Ron Wilson, Paramedic Coordinator
601 N. Seventh Street
Sacramento, CA 95823
916-843-3303

California Highway Patrol
Contract Services Unit
Simranjit Singh
601 N. Seventh Street
Sacramento, CA 95823
916-843-3610

10. ENTIRE CONTRACT

This CONTRACT, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the Parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this CONTRACT not expressly set forth herein are of no force or effect. This CONTRACT is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this CONTRACT and signs the same of its own free will.

11. ELECTRONIC SIGNATURE COUNTERPARTS

This CONTRACT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same CONTRACT. The Parties shall be entitled to sign and transmit an electronic signature of this CONTRACT (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed CONTRACT upon request.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the state agrees to compensate the Contractor in accordance with the rates specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than annually in arrears to:

Name: Whitney Lowe, Sergeant
Office: CHP Office of Air Operations
Address: 5012 Luce Avenue, Suite 103
McClellan Park, CA 95625

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the state shall have the option to either cancel this Agreement with no liability occurring to the state, or offer an agreement amendment to Contractor to reflect the reduced amount.

1. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

2. Payment Provisions

- A. See Exhibit A, Item 3, FISCAL PROVISIONS