

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

C13-032

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Emergency Medical Services Authority

CONTRACTOR'S NAME

Monterey County EMS Agency

2. The term of this Agreement is: September 1, 2013 through December 31, 2013

3. The maximum amount of this Agreement is: \$ 24,000.00
 Twenty-Four Thousand Dollars and Zero Cent

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.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	4 page(s)
<input type="checkbox"/> Exhibit – E Insurance Requirements	page(s)

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 www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Monterey County EMS Agency

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1270 Natividad Road
 Salinas, 93906

STATE OF CALIFORNIA

AGENCY NAME

Emergency Medical Services Authority

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Howard Backer, MD, MPH, FACEP, Director

ADDRESS

10901 Gold Center Drive, Suite 400
 Rancho Cordova, CA 95670-6073

**California Department of General
 Services Use Only**

Exempt per:
 SCM 4.04

STATEMENT OF WORK

Summary

Monterey County is in need of a better form of patient data exchange between its pre-hospital ePCRs and hospital EMRs. Improving this data exchange will directly impact the quality of care patients receive from both the pre-hospital providers as well as continued care in the hospital. Currently there are 6 ALS providers within Monterey County. Five of these providers use the ESO ePCR system and our 6th provider is a contracted transport company using the ePCR system MEDS. Both ESO and MEDS are NEMSIS 3 compliant and currently do not use an electronic transfer of data system to local hospital EMRs. Transported patient ePCRs must be printed out at the hospital and put into the chart. This process often allows for lost ePCRs, inadequate reference resources for admitting doctors, and poor follow up for pre-hospital providers.

Monterey County EMS would like to participate in the EMSA HIE Project to improve the communication of information from prehospital providers to definitive care facilities. County EMS will collaborate with all prehospital and hospital players, to include IT, clinicians, and legal, to identify and vet a viable software solution that serves all providers sufficiently. Monterey ALS QI committee has already begun exploring software solutions and is currently researching a software system that would accomplish full integration of pre-hospital ePCRs into our county's 3 base hospitals and 1 receiving hospital. Once a solution is reached, Monterey EMS will lead the way in purchase and installation of the software program as well as review of improvements in prehospital-hospital communication.

Benchmarks and Expected Timeline

1. November 1, 2013: Monterey EMS, Prehospital, and Hospital leadership will identify and agree on a software solution for Hospital Data Exchange (HDE).
2. November 30, 2013: Monterey County EMS will facilitate a test environment of the selected software solution. Review of data exchange software testing will be in collaboration with all participating organizations.
3. December 15, 2013: Monterey County EMS will purchase and launch selected HDE Software.
4. The final report is due January 5, 2014.

Budget

1. November 1st: \$0.00
2. November 30th: \$0.00
3. December 15th: \$24,000.00

Description	Quantity	List price	Total Price
Hospital Data Exchange 10,000-20,000 Patients (Cost for annual ePCR data transmission for all patients in Monterey)	1	\$10,000.00	\$10,000.00
HDE- ESO ePCR Connection (Cost for getting hard and software hook-up for ePCR Data transmission with ESO users)	4	\$1,000.00	\$4,000.00
HDE- ePCR Connection (Cost for getting hard and software hook-up for ePCR data transmission with non-ESO users)	1	\$2,500.00	\$2,500.00
HDE- Hospital Connection (Cost for getting hard and software hook-up for ePCR data transmission with all Monterey Hospitals)	3	\$2,500.00	\$7,500.00
Total Budget			\$24,000.00

The project representatives during the term of this agreement will be:

Agency: Emergency Medical Services Authority	Contractor: Monterey County EMS Agency
Division/Section: EMS Systems	Division
Name: David Magnino	Name: Ashby Payne
Phone: 916-431-3667	Phone: 831-755-4953
Fax:	Fax:
Email: David.Magnino@EMSA.ca.gov	Email: paynea@co.monterey.ca.us

Direct all contract inquiries to:

Agency: Emergency Medical Services Authority	Contractor: Monterey County EMS Agency
Division/Section:	Division
Name: Annie Luyen	Name: Ashby Payne
Address: 10901 Gold Center Drive, Suite 400 Rancho Cordova, CA 95670	Address: 1270 Natividad Road Salinas, 93906
Phone: 916-431-3694	Phone: 831-755-4953
Fax: 916-322-1441	Fax:
Email: Annie.Luyen@emsa.ca.gov	Email: paynea@co.monterey.ca.us

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed in Exhibit B-1, titled Cost Worksheet, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number, sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears to:

Annie Luyen
EMS Authority
10901 Gold Center Drive
Rancho Cordova, CA 95670-6073
916-431-3694
annie.luyen@emsa.ca.gov

Final Invoices must be submitted no later than sixty (60) days after the end date of this agreement.

Invoices must include the following:

1. Agreement Number
2. Identifies services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to the service
3. Company name and remittance address
4. Payment terms offered

If any of this information is not on the invoice, it may cause delays in payment processing.

Payment will be for actual services provided or actual costs. If the EMS Authority does not approve the invoice in accordance with identified general tasks or deliverables in this SOW or the Contract, payment of the invoice will be withheld by the EMS Authority and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-acceptance and demonstrate to the EMS Authority that the Contractor has successfully completed the scheduled work for each general task or deliverable before payment will be made.

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.

3. **Prompt Payment Clause**

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

Special Terms and Conditions

1. Change Orders

The Contractor or Emergency Medical Services Authority (EMSA) may propose in writing minor alterations or revisions to the activities, tasks, deliverables and performance time frames specified in the Statement of Work, provided such changes are not significant in nature and do not alter the overall goals and basic purpose of the agreement. Those changes may include the substitution of specified activities or tasks; the minor alteration or substitution of contract deliverables and modifications to individual target dates (other than contract completion), and to delete tasks, deliverables, and/or objectives. Unless otherwise stipulated in this agreement, all such minor alterations or revisions are subject to written approval by EMSA before their implementation. No such alterations or revisions to the Statement of Work will be binding on either party until approved by both parties.

2. Amendments

This agreement allows for amendments to add time for completion of specified deliverables and/or to increase funding. Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services, if such approval is required.

3. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

4. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: unforeseen circumstances that make performance of the agreement impossible such as acts of war, civil unrest, acts of governments (such as changes in law) and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

5. License and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

- A. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to EMSA a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
- B. In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; Contractor agrees to provide EMSA with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

6. Inspection of Services

Services performed by Contractor under this Agreement shall be subject to inspection by the EMSA at any and all times during the performance thereof.

If the EMSA official conducting the inspection determines that the services performed by Contractor (and/or materials furnished in connection therewith) are not in accordance with the specification, EMSA may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereby.

7. Liability for Loss and Damages

Any damages by the contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due contractor under this Agreement.

8. Cancellation / Termination (SCM 7.85):

- A. This agreement may be cancelled or terminated without cause by the State by giving thirty (30) calendar days advance written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- B. Upon receipt of a notice of termination or cancellation from the State, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

- D. However, the agreement may be immediately terminated without advance notice for cause. The term "for cause" shall mean that the Contractor has committed a material breach of the provisions of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor. (Refer to GC, Exhibit C, Item 7. Termination for cause.)
- E. This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

9. Disputes

Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMSA, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMSA, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Director of the EMSA.

10. Intellectual Property Rights

All work products, intellectual property (data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, written or graphic work, etc.) or otherwise, developed under this contract shall become the property of the EMSA and are subject to the right of the EMSA as set forth in this section. Products shall not be disclosed without the written permission of the Director of the EMSA and the Administration if necessary. Each report developed for this contract shall also become the property of the EMSA and shall not be disclosed except in such manner and such time as the Director of the EMSA may direct. No written product(s) shall be used for lobbying purposes. The EMSA shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, CONTRACTOR may copyright same, except that, as to any work which is copyrighted by CONTRACTOR, the EMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use of work, or any part thereof, and to authorize others to do so.

No products, processes, or materials developed using grant funds may be patented or copyrighted to the contractor.

11. Acceptance of Deliverables

When the agreement calls for a product or report, the EMSA agrees to notify the Contractor's administrative representative, in writing, with thirty (30) working days of receipt of the product or report if it is unacceptable. If the Contractor receives no such notification, it is assumed that the product is acceptable.

12. Federal Contract Funds

- a. It is mutually understood between both parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
- b. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current fiscal year and/or any subsequent years covered under this Agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
- c. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d. The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.