COUNTY OF SONOMA
COORDINATION AGREEMENT

This Coordination Agreement ("Agreement"), dated as of _____, 2020 ("Effective Date") is by and between the Inland Counties Emergency Medical Agency (hereinafter "ICEMA") and the County of Sonoma, a political subdivision of the State of California, (hereinafter "Sonoma") on behalf of the Coastal Valleys Emergency Medical Services Agency (hereinafter "CVEMSA").

RECITALS

WHEREAS, Coastal Valleys Emergency Medical Services Agency (CVEMSA) acts as the Local Emergency Medical Services Agency (LEMSA) for Mendocino and Sonoma Counties and provides the administrative and regulatory oversight responsibilities for the local emergency medical services (EMS) system within the counties;

WHEREAS, CVEMSA possesses certain expertise in Cardiac Arrest Registry to Enhance Survival (CARES) data collection and as the CARES State Coordinator;

WHEREAS, CVEMSA is an agency of the County of Sonoma ("Sonoma") and reference to Sonoma in this Agreement necessarily includes CVEMSA;

WHEREAS, all California LEMSAs are asked to participate in and encourage the collection of out-of-hospital cardiac arrest (OHCA) data and submit that OHCA data to the CARES database;

WHEREAS, CARES, which is administered by Emory University, assists local communities in identifying and tracking cases of cardiac arrest and identifying opportunities for improvement in the treatment of OHCA;

WHEREAS, CARES has a secure and confidential data management system that maintains the confidential and proprietary data of EMS agencies and hospitals;

WHEREAS, the information sought by CVEMSA as the CARES State Coordinator is maintained in the strictest of confidence and disclosed only pursuant to this Agreement, which protects the proprietary nature and rights of Emory University as to the requested information and restricts the use of such information by the CARES State Coordinator, CVEMSA;

WHEREAS, CVEMSA, as part of its mission and purpose, has the goal of improving the treatment of OHCA events across the state by furthering the collection of OHCA data and subscribing to the access of state-level and national-level data regarding OHCA events;

WHEREAS, CVEMSA desires to further the collection of OHCA data across the state by coordinating the contracting and onboarding of computer-aided dispatch providers, local EMS agencies, and hospitals (data contributors); and

WHEREAS, ICEMA desires to engage Sonoma on the terms and conditions set forth herein as an independent contractor to provide services more particularly described and defined in Exhibit A ("Services").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services

Sonoma's CVEMSA shall provide the services set forth in Exhibit A ("Services"). Any modifications to Exhibit A shall be set forth in an amendment signed by the parties. The amendment will specify the applicable modifications to the services, fees, and time schedule. Any such amendment will be subject to the terms and conditions of this Agreement.

2. Engagement and Acceptance

ICEMA engages Sonoma to provide the services set forth in Exhibit A during the term of this Agreement, and Sonoma accepts such engagement. ICEMA is not engaging Sonoma for any services not identified in Exhibit A.

3. Consideration and Payment

During the term of this Agreement, ICEMA shall pay Sonoma the fee for the services as presented in Exhibit B ("Local Emergency Medical Services Agency Fees"). Sonoma shall submit an invoice to ICEMA, generally by the tenth (10th) day of June, for next fiscal-year services. Each invoice shall include Sonoma's federal tax identification number, as applicable. Payment of invoices is contingent on Sonoma providing ICEMA a current W-9. If the deliverables are determined by ICEMA to be acceptable, ICEMA shall within 30 days of receipt of each invoice execute payment. Unless otherwise expressly provided in this Section 3, all expenses incurred by Sonoma in performing its obligations under this Agreement shall be borne by Sonoma.

4. Term and Termination

(a) The term of this Agreement shall be from July 1, 2020 to June 30, 2025 for a total of 5 years. Either party may terminate this Agreement at any time and for any reason upon 30 days' prior written notice to the other party. ICEMA may terminate this Agreement, without prejudice to any other rights hereunder, at law or in equity, immediately upon notice to Sonoma in the event of: (i) any breach by Sonoma of any of the provisions of this Agreement or any other contractual or legal obligation to ICEMA, or (ii) any act or omission of Sonoma which, in the sole opinion of ICEMA, may damage or adversely affect or reflect upon Sonoma, ICEMA, or any performance pursuant to this Agreement. Upon expiration of the term of this Agreement or any termination of this Agreement, the obligations and liabilities of ICEMA to Sonoma hereunder shall be limited to the consideration pro-rated through the date of such expiration or termination.

(b) Upon termination of this Agreement for any reason, Sonoma shall promptly return to ICEMA all copies of any ICEMA data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of ICEMA and all work in progress or portions thereof, including all incomplete work.

(c) Within twenty (20) days after termination of this Agreement for any reason, Sonoma shall submit to ICEMA an itemized invoice for any fees or expenses accrued under this Agreement. ICEMA, upon payment of accrued amounts so invoiced, shall have no further financial liability or obligation to Sonoma whatsoever for any further fees, expenses, or other payments owed as compensation for services provided.

(d) Nothing contained herein shall be deemed to create any express or implied obligation on either party to renew, continue, or extend this Agreement, or to create any right to continue such relationship. Each party, in its sole discretion, shall have the right to determine, for any reason whatsoever, not to renew, continue, or extend this Agreement or to continue such relationship on the terms and conditions contained herein.

5. Additional Representations and Covenants

Sonoma represents, warrants, and covenants to ICEMA as follows:

5.1 Authority, Qualifications, No Conflicts, Policies and Code of Conduct

Sonoma represents, warrants, and covenants to ICEMA that:

(a) Sonoma has the full power, authority, and right to execute this Agreement and to perform the services and other obligations under this Agreement.

(b) Sonoma is fully qualified to perform the services set forth in Exhibit A. All services shall be performed with promptness, diligence, and in accordance with generally accepted professional standards and the highest ethical and business standards.

(c) Sonoma is not a party to, or bound by, any agreement, obligation, or binding understanding (written or oral) that would limit or impair Sonoma's performance of its obligations hereunder. Specifically, Sonoma represents and warrants that it is not bound by any confidentiality or non-competition obligation with respect to the subject matter of any services provided pursuant to this Agreement.

(d) Sonoma has revealed to ICEMA all information pertaining to possible conflicts of interest created by providing services, including Sonoma having any interest in any entity competing with ICEMA or arising out of or from other positions held by Sonoma. Sonoma shall disclose to ICEMA any future circumstances that could create possible conflicts of interest as soon as they become known to Sonoma. Specifically, Sonoma will inform ICEMA of any business relationship, circumstance, or situation that would prejudice in any way the conduct of Sonoma hereunder according to the highest ethical and business standards or place ICEMA in any kind of embarrassing situation.

5.2 Independent Contractor Status

In performing the services hereunder, Sonoma agrees that its status will be that of an independent contractor and not that of an employee or agent of ICEMA. The parties agree that all personnel who perform services pursuant to this Agreement are employees of Sonoma and not employees of ICEMA. Sonoma will be solely responsible for compensating such person(s); for ensuring that any taxes, social security payments, Medicare self-employment taxes, or other payments due to any government agency as a result of such employment are paid; and for complying with all rules and regulations relating to such persons' compensation, safety, health, and other employment-related matters arising out of or resulting from the employment of any person to provide any service under this Agreement. Sonoma shall not, as a result of the provision of services provided under this Agreement or otherwise, be entitled to any benefits which may accrue or be paid to employees of ICEMA or any affiliate or successor thereof under any employee retirement or insurance program or other type of employee program of any nature, including sick leave or pay, vacation leave or pay, or health and accident insurance coverage. Sonoma agrees not to make any claim, demand, or application, and not to have any right or

privilege applicable to an employee of ICEMA, including workers' compensation coverage, unemployment insurance benefits, or membership in any employee benefit, pension, or retirement plan to which ICEMA is a party or to which ICEMA contributes.

5.3 No Agency

This Agreement does not grant any agency rights or authority to Sonoma, and Sonoma has no authority, express or implied, to incur any liability on behalf of ICEMA. Sonoma shall not hold itself out to the general public or to individual businesses or companies as a representative of ICEMA.

6. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other party, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

In the event that Sonoma and/or ICEMA are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, Sonoma and/or ICEMA shall indemnify the other to the extent of its comparative fault.

7. Insurance or Self-Insurance

Sonoma and ICEMA, at each's sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance for general liability, workers compensation, property, professional liability, cyber liability coverage covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of personal/private information, alteration of electronic information, extortion and network security, breach response and regulatory fines and penalties cost, and business automobile liability adequate to cover its potential liabilities hereunder.

Sonoma hereby grants ICEMA a waiver of any right to subrogation which any insurer of Sonoma may acquire against ICEMA by virtue of the payment of any loss under such insurance. Sonoma agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not ICEMA has received a waiver of subrogation endorsement from the insurer.

8. General Provisions

8.1 Modification of Agreement to Comply with Law

In the event of the subsequent passage of any law (state or federal), promulgation of any regulation by a governmental agency or authority, issuance of any ruling or interpretation of any statute or regulation by any governmental agency having jurisdiction over the subject matter of this Agreement, or the decision or interpretation of any court of competent jurisdiction, governmental agency, or board which would render any provision hereof in violation of any

federal or state law or regulation or otherwise thwart the purpose of this Agreement, the parties agree to negotiate in good faith a modification hereto as may be reasonably necessary to avoid such violation or bring this Agreement into compliance with such law, regulation, ruling, or decision or interpretation. If the parties are unable to agree upon such modification within thirty (30) days of the commencement of negotiations (or such earlier date as may be necessary to avoid any penalty, fine, or adverse action to either party), either party shall have the right to terminate this Agreement effective upon the earlier of the giving of thirty (30) days' prior written notice or the date immediately prior to which either ICEMA or Sonoma would be subjected to a fine, penalty, or other material adverse action.

8.2 Entire Agreement

This Agreement contains the entire agreement between the parties hereto and any representations, endorsements, promises, or arrangements, including those contained in any prior drafts of this Agreement, if not embodied herein, shall not be of any force or effect. Any and all prior agreements between the parties with respect to the subject matter of this Agreement are superseded hereby and of no further force or effect. The parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions, or representations.

8.3 Modification, Amendment and Waiver

Neither this Agreement, nor any part hereof, may be modified or amended orally, by trade usage or by course of conduct or dealing, but only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived except by the written consent of the party entitled to receive the benefit thereof.

8.4 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Agreement shall inure to the benefit of ICEMA's subsidiaries. Except as expressly provided herein, neither this Agreement nor any rights hereunder may be assigned, delegated (in whole or in part), or transferred by Sonoma without the prior written consent of ICEMA.

8.5 Construction

This Agreement shall not be construed more strictly against one party than against another party merely by virtue of the fact that this Agreement may have been physically prepared by one of the parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to any person or entity include such person's or entity's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (ii) references to one gender include all genders; (iii) "including" is not limiting; (iv) "or" has the inclusive meaning represented by the phrase "and/or"; (v) the words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vi) article, section, subsection, clause, exhibit, and schedule references are to this Agreement unless otherwise specified; and (vii) reference to any agreement (including this Agreement), document, or instrument means such agreement, document, or instrument as

amended or modified and in effect in accordance with the terms thereof and, if applicable, the terms hereof.

8.6 Notices

Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested; (iii) if by overnight or similar third party courier service, then upon delivery thereof as confirmed by such service; (iv) if by facsimile, upon confirmation thereof; or (v) if by e-mail transmission, upon electronic confirmation by the intended recipient thereof. Notices, bills, and payments shall be sent to the addresses set forth below or such other address as a party may in the future specify in writing to the other party.

To ICEMA:	To Sonoma/CVEMSA:
Tom Lynch EMS Administrator Inland Counties Emergency Medical Agency 1425 South D Street San Bernardino California 92415-0060 909-388-5823 tom.lynch@cao.sbcounty.gov	Coastal Valleys EMS Agency 195 Concourse Blvd, Suite B Santa Rosa CA 95403

8.7 Governing Law; Venue; Waiver of Jury Trial

This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its choice or conflict of laws provisions. Each party hereby agrees that all disputes which in any manner arise out of or relate to this Agreement, shall be resolved exclusively by arbitration.

8.8 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 Section 6 (Insurance Requirements).

8.9 Severability

If any section (or part thereof) of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by, or invalid under any applicable law, such court may modify such section (or part thereof) so, as modified, such section (or part thereof) will be enforceable and will to the maximum extent possible comply with the apparent intent of the parties in drafting such section (or part thereof). If no such modification is possible, such section (or part thereof) shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a section (or part thereof) shall in any way affect or impair such section (or part thereof) in any other jurisdiction.

8.10 Captions

The captions, headings, or titles of the various sections of this Agreement are for convenience of reference only, and shall not be deemed or construed to limit or expand the substantive provisions of such sections.

8.11 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original document, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. The parties expressly agree that a PDF or other electronically scanned or preserved copy of the Agreement shall be admissible to the same extent as the original, and the parties hereby waive any requirement that an ink-on-paper original of the Agreement be produced. This section is specifically intended to permit the parties to maintain this Agreement in electronic form and thus obviate the need for the parties to keep or maintain a "hard-copy" ink-on-paper original of the Agreement.

9. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

Exhibit A – Services
Exhibit B – Local Emergency Medical Services Agency Fees

§ Signature Page Follows §

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Inland Counties Emergency Medical Agency:

Curt Hagman, Chair, Board of Directors — Dated

COUNTY OF SONOMA:

Barbie Robinson, Director
Department of Health Services — Dated

Approved as to Substance:

Division Director or Designee — Dated

Approved as to Form:

Sonoma County Counsel — Dated

Approved as to Substance:

Privacy & Security Officer — Dated

Exhibit A – Services

Subject to the terms of this Agreement, Sonoma's CVEMSA shall use commercially reasonable efforts to promote and offer participation in the CARES program to potential data contributors under the terms of this Agreement. CVEMSA agrees to regularly communicate with Emory University regarding potential data contributors, including communicating information regarding any discussions and/or negotiations with potential data contributors as well as any issues or concerns expressed by potential data contributors. In addition, CVEMSA will apprise Emory University of any event that could have a materially adverse effect on the CARES program or operations of CVEMSA in CVEMSA's role as CARES State Coordinator.

Sonoma's CVEMSA shall provide the following services with regard to ICEMA data contributors:

1. Provide assistance to data contributors to connect and upload contributed data to the CARES database.

2. Provision and de-provision user accounts for access to aggregated registry data for each ICEMA data contributor.

3. Take primary responsibility to de-identify contributed data from ICEMA.

4. Audit contributed data, de-identified contributed data, and aggregated registry data to reasonably ensure the quality of all data from ICEMA that is housed in and/or available through CARES.

5. Prepare both community-level and state-level reports requested by ICEMA stakeholders. CARES-generated reports shall be distributed by the end of April each year.

ICEMA is responsible for the following:

1. Identify an ICEMA staff member to serve as the local coordinator who will facilitate coordination for each local hospital and each local emergency medical services (EMS) provider, public or private.

2. The local coordinators will facilitate data export into the CARES database, and the data contributors will complete the data entry by the CARES deadlines of January 31 for the previous year for EMS providers and the last day of February for the previous year for hospital providers.

Exhibit B – Local Emergency Medical Services Agency Fees

The below table provides FY 2020-2021 through FY 2024-2025 fees for services provided by CVEMSA pursuant to this Agreement.

FY*	**Fees ($)**
20-21	14,217
21-22	14,217
22-23	14,217
23-24	14,217
24-25	14,217
Total	71,085

*Fiscal Year (FY) is July 1 through June 30.