



Contract Number

20-531

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative
Telephone Number

Thomas G. Lynch
(909) 388-5823

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Sacramento County EMS Agency
David Magnino
(916) 875-9708
July 1, 2020 - June 30, 2023
\$105,000
\$105,000
1110002686

IT IS HEREBY AGREED AS FOLLOWS:

This CONTRACT is hereby entered into by and between **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as "**ICEMA**") and **SACRAMENTO COUNTY EMERGENCY MEDICAL SERVICES AGENCY** (hereinafter referred to as "**CONTRACTOR**"), to provide access to the ICEMA Emergency Medical Services (EMS) data system. ICEMA and CONTRACTOR 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 and trauma 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, the LEMSAs, the State Data Repository and federal agencies; and

WHEREAS, ICEMA has entered into a contract with the State of California, Emergency Medical Services Authority (EMSA) revenue Contract No. 18-669, to provide data collection and maintenance of statewide EMS and trauma data; and

WHEREAS, CONTRACTOR is the LEMSA for Sacramento County and desires to submit EMS and trauma data for statewide inclusion into the national database; and

WHEREAS, ICEMA agrees to provide access to the ICEMA EMS data system to CONTRACTOR and

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

NOW, THEREFORE, ICEMA AND CONTRACTOR agree as follows:

1. DEFINITIONS

- 1.1 California EMS Information System (CEMIS):** 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.

2. TERM OF CONTRACT

The term of this CONTRACT is effective as of July 1, 2020, and expires June 30, 2023, 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

CONTRACTOR shall be assessed an annual access and maintenance fee in the amount of \$35,000, due and payable on July 1st of each year. Fees are not refundable or prorated if the CONTRACT is terminated.

4. CONTRACTOR RESPONSIBILITIES

- 4.1** CONTRACTOR shall provide EMS and trauma patient care data to ICEMA.
- 4.2** Ensure setup of provider agencies' specific parameters, such as permission groups and service rights.
- 4.3** Ensure setup and maintenance of provider agencies' permissions, user IDs, and passwords.

- 4.4 Ensure that data reported to the State or other legal entities meets minimum standards and guidelines.
- 4.5 Ensure accurate reporting functions particular to the jurisdictional region.
- 4.6 Monitor provider agencies' actions and data input.

5. ICEMA's RESPONSIBILITIES

- 5.1 Provide CONTRACTOR access to ICEMA's EMS data system utilizing the EMS web-based data collection program (Elite).
- 5.2 Provide first line user (CONTRACTOR 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.
- 5.3 ICEMA will not be responsible for importing any data from CONTRACTOR's prior data systems.
- 5.4 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. CONTRACTOR will be notified in advance of scheduled maintenance. It is the CONTRACTOR's responsibility to accept all updates and upgrades to ICEMA's EMS data system. All code releases also maintain the integrity of any CONTRACTOR specific configurations (templates, addresses, staff information, etc.) that have been implemented either by ICEMA's staff or CONTRACTOR's administrative staff.
- 5.5 Provide reporting functions for CONTRACTOR's data.

6. GENERAL CONTRACT REQUIREMENTS

6.1 Recitals

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

6.2 Contract Amendments

CONTRACTOR 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 CONTRACTOR and ICEMA.

6.3 Contract Assignability

Without the prior written consent of ICEMA, the Contract is not assignable by CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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 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

CONTRACTOR will designate an individual to serve as the primary point of contact for the Contract. 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. CONTRACTOR 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 CONTRACTOR. 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

CONTRACTOR 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>). CONTRACTOR 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.

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

CONTRACTOR 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 CONTRACTOR or officer or employee of the CONTRACTOR.

6.21 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 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.

CONTRACTOR shall immediately report any attempt by an ICEMA 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 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 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 CONTRACTOR 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.

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, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

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

CONTRACTOR 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 CONTRACTOR. CONTRACTOR 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.

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

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CONTRACTOR shall make a reasonable effort to prevent employees, CONTRACTOR, 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 CONTRACTOR'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

CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR. 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 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 Prevailing Wage Laws

By its execution of this Contract, 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. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work 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.

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 CONTRACTOR data collected remains at all times the property of the CONTRACTOR. ICEMA will not use or make available any personally identifiable information other than for administering the CONTRACTOR'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 CONTRACTOR in writing.

6.53 Data Configuration

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

7. INDEMNIFICATION

- 7.1** ICEMA shall defend, indemnify, and hold harmless CONTRACTOR, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the CONTRACT, caused in part by the negligent or intentional acts or omissions of ICEMA's officers, directors, agents, employees, or subcontractors.
- 7.2** CONTRACTOR shall defend, indemnify, and hold harmless, ICEMA, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the CONTRACT, caused in part by the negligent or intentional acts or omissions of CONTRACTOR's Board of Supervisors, officers, directors, agents, employees, or volunteers.
- 7.3** In the event the Parties are found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this CONTRACT, both Parties shall indemnify the other to the extent of its comparative fault.

8. INSURANCE OR SELF-INSURANCE

ICEMA and CONTRACTOR, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this CONTRACT, 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.

ICEMA and CONTRACTOR consent to a waiver of right of recovery and waiver of any right of subrogation for any covered loss or otherwise under this CONTRACT.

ICEMA and CONTRACTOR agree to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this CONTRACT is a material breach of contract and is grounds for termination.

9. CORRECTION OF PERFORMANCE DEFICIENCIES

- 9.1** 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.
- 9.2** 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 CONTRACTOR 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.
- 9.3** Any remaining fees owed ICEMA as a result of the termination shall be invoiced to the CONTRACTOR and shall become immediately due and payable.

10. 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 CONTRACTOR:

Director
Sacramento County
Department of Health & Human Services
7001-A East Parkway, Suite 100
Sacramento, CA 95823

11. 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.

12. 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.

IN WITNESS THEREOF, ICEMA and CONTRACTOR have each caused this CONTRACT to be subscribed by its respective duly authorized officers, on its behalf.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

► Curt Hagman
Curt Hagman, Chairman, Board of Directors

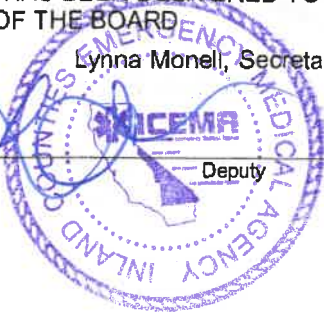
Dated: JUN 23 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By [Signature]

Deputy



COUNTY OF SACRAMENTO

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

By [Signature]

(Authorized signature - sign in blue ink)

Name Sandy Damiano, PhD

(Print or type name of person signing contract)

Title Deputy Director

(Print or Type)

Dated: 6/30/2020

Address 7001-A East Parkway, Suite 100

Sacramento, CA 95823

CONTRACT AND CONTRACTOR TAX STATUS

REVIEWED AND APPROVED BY SACRAMENTO COUNTY COUNSEL

By: [Signature]

Date: 6.3.20

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

► John Tubbs II, Deputy County Counsel

► Thomas G. Lynch, EMS Administrator

Date _____

Date _____

Date _____