

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

AGREEMENT NUMBER

**EMS-1304**

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

Inland Counties Emergency Medical Agency

2. The term of this Agreement is: July 1, 2013 or Upon Approval through June 30, 2016

3. The maximum amount of this Agreement is: \$ 611,216.00  
 Six-Hundred and Eleven-Thousand and Two-Hundred and Sixteen 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.


|  |           |
|--|-----------|
| Exhibit A – Scope of Work                        | 1 page(s) |
| Exhibit A- - Detailed Scope of Work              | 6 page(s) |
| Exhibit B – Budget Detail and Payment Provisions | 2 page(s) |
| Exhibit B-1 – Cost Worksheet                     | 6 page(s) |
| Exhibit C* – General Terms and Conditions        | GTC 610   |

Check mark one item below as Exhibit D:

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 4 page(s)
- Exhibit - D\* Special Terms and Conditions

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](http://www.ols.dgs.ca.gov/Standard+Language)

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

|   |                          |   |
|---|--------------------------|---|
| <b>CONTRACTOR</b>   |                          | <b>California Department of General Services Use Only</b> |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)<br>Inland Counties Emergency Medical Agency |                          |   |
| BY (Authorized Signature)<br>                             | DATE SIGNED(Do not type) |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Janice Rutherford, Chair, Board of Directors  |                          |   |
| ADDRESS<br>1425 S. D Street<br>San Bernardino, CA 92415-0060  |                          |   |
| <b>STATE OF CALIFORNIA</b>  |                          |   |
| AGENCY NAME<br>Emergency Medical Services Authority   |                          |   |
| BY (Authorized Signature)<br>                             | DATE SIGNED(Do not type) |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Howard Backer, MD, MPH, FACEP, Director   |                          |   |
| ADDRESS<br>10901 Gold Center Drive, Suite 400<br>Rancho Cordova, CA 95670-6073  |                          |   |

Exempt per:

1. Contractor agrees to provide to Emergency Medical Services (EMS) Authority continuation of the collection and maintenance of EMS and trauma data from the Local Emergency Medical Services Agency's (LEMSAs).
2. The services shall be performed at Inland Counties Emergency Medical Agency and various needed locations. Travel locations will be determined and agreed upon between Contractor and the State.
3. The services shall be provided during normal business hours (8:00 AM – 5:00 PM) Monday thru Friday excluding weekends and State holidays.
4. The term of this agreement will be July 1, 2013 to June 30, 2016. The State will have the option to renew two (2) additional one-year periods at the same rate listed in Exhibit B-1, Cost Worksheet, or at the agreed upon rates between the Contractor and the State.
5. The project representatives during the term of this agreement will be:

|  |  |
|--|--|
| Agency: Emergency Medical Services Authority | Contractor: Inland Counties Emergency Medical Agency |
| Division/Section: EMS Systems Division       | Division   |
| Name: Tom McGinnis                           | Name: Thomas G. Lynch                                |
| Phone: 916-431-3695                          | Phone: 909-388-5823                                  |
| Fax:   | Fax: 909-388-5850                                    |
| Email: Tom.McGinnis@emsa.ca.gov              | Email: Thomas.Lynch@cao.sbcounty.gov                 |

Direct all contract inquiries to:

|   |  |
|---|--|
| Agency: Emergency Medical Services Authority                            | Contractor: Inland Counties Emergency Medical Agency       |
| Division/Section:   | Division   |
| Name: Annie Luyen   | Name: Thomas G. Lynch                                      |
| Address: 10901 Gold Center Drive, Suite 400<br>Rancho Cordova, CA 95670 | Address: 1425 S. D Street<br>San Bernardino, CA 92415-0060 |
| Phone: 916-431-3694   | Phone: 909-388-5823  |
| Fax: 916-322-1441   | Fax: 909-388-5850  |
| Email: Annie.Luyen@emsa.ca.gov  | Email: Thomas.Lynch@cao.sbcounty.gov                       |

5. Contractor Agrees to provide services in the manner specified herein and as detailed in Exhibit A-1, titled Detailed Scope of Work.

## Scope of Work

### Background

Data related to emergency medical service in California is currently captured locally by Emergency Medical Service (EMS) provider agencies and trauma centers as required by Title 22 of the California Code of Regulations. In most cases, this data is transferred to one of California's thirty-two (32) Local Emergency Medical Services Agency's (LEMSA), which are responsible for administration of emergency medical services in accordance with Division 2.5 of California Health and Safety Code. The data reflects patient treatment and outcome in EMS/Trauma cases on the local level based on local data collection standards. While this captured data can be used to plan and improve EMS/Trauma services by LEMSAs, it does not provide the ability to compare, benchmark, or integrate with like systems or statewide systems for performance improvement.

The California Emergency Medical Services Information System (CEMSIS) was developed as a demonstration project that provides local assistance to LEMSAs to revise their data collection systems and standards to be compliant with CEMSIS data standards, which are designed to be compliant with national EMS and trauma data standards. The project also has a local collection and storage site for data, and provides technical assistance to the LEMSAs to enable them to participate in CEMSIS.

Participation by LEMSAs in CEMSIS provides a central repository accessible to all LEMSAs and a valuable tool for local EMS system quality improvement, improved EMS system management, and the ability to benchmark against and comply with existing EMS national standards. Additionally, the trauma registry component of CEMSIS provides the necessary data for research and quality assessment to inform clinicians and policy makers about methods to optimize the care of injured patients. In the future, this project will enhance data collection and system evaluation by providing linkage to Office of Statewide Health Planning and Development (OSHPD) and Statewide Integrated Traffic Records System (SWTRS) data bases not currently available to LEMSAs.

### Introduction

In 2011, the Inland Counties Emergency Medical Agency (ICEMA) purchased a Web Enabled Solution called ICEMA State Bridge to provide electronic EMS Patient Care Record (ePCR) Data Entry, Patient Registry (Trauma, Stroke, and STEMI, Burn, and Submersion) and fire based NFIRS reporting from ImageTrend, Inc. The system provides a uniform mechanism for the collection of EMS Data and NFIRS fire reporting and the ability to produce predesigned "canned", ad-hoc, and analytical reports.

The California Emergency Medical Services Authority (EMS Authority) desires to contract with ICEMA to provide a State Data Repository for pre-hospital EMS and Trauma Data. This agreement supports the EMS Authority's goal of implementation of a statewide NEMSIS data repository and statewide trauma data (NTDB) repository system.

### Goals

The goals of this agreement are:

- Continue implementation of the CEMSIS demonstration project for LEMSAs.
- Increase program participation by LEMSAs.

- Provide a secure hosting environment for CEMSIS.
- Provide reports of program activities to EMS Authority to satisfy reporting requirements as mutually agreed.

Future goals not part of this agreement include:

- Begin to develop a scope of work outlining the process of data linkage between CHP/SWTRS and OSHPD.
- Investigate methods for data linkage of patient records with hospital databases using NEMSIS 3.0 and HL7.

The continuation of the CEMSIS project will improve access to and sharing of data with EMS partners across the state including LEMSAs, EMS provider agencies, and Trauma Centers.

### **Objectives**

The Contractor, ICEMA, agrees to enter into a contract with the EMS Authority and provide the services described herein.

In accordance with the terms of this agreement, ICEMA will continue the collection and maintenance of EMS and trauma data from LEMSAs. ICEMA will provide training and project management services. In collaboration with the EMS Authority, ICEMA agrees to develop criteria and establish a scope of work defining data linkage between traffic safety partners for reporting and analysis. The objectives of the contract are as follows:

- 1) Specifications for CEMSIS Data Integration with ICEMA State Bridge.
  - a. ICEMA will assign staff to work on configuration and setup CEMSIS during the first ninety (90) to one hundred-twenty (120) days after signing of the contact to ensure every effort is made to meet the required startup date set by the EMS Authority. The set-up process will continue for six (6) to nine (9) months as new LEMSA's and hospitals begin to send data to ICEMA. The configuration and setup of the CEMSIS will be as follows:
    - i. The EMS Authority will provide files necessary to setup pick lists, user accounts, etc., in an approved electronic format. (Excel, Access).
      1. ICEMA will input all appropriate data needed for setup into the State Data Repository within thirty (30) days of contract receipt.
      2. ICEMA will not convert prior system data.
    - ii. ICEMA will enter all LEMSA's into ICEMA's State Bridge
      1. Create User account with proper security levels
      2. Create profile to include reporting based on Security level
    - iii. ICEMA will enter all destinations in California, including codes, Levels, address. Configuration includes type of facility and any special programs offered. Examples include:
      1. Hospitals
      2. Skilled Nursing Facilities
      3. Urgent Care Facilities

- iv. ICEMA will enter all EMS providers in California, including highest level of certification
  - 1. Public – Transport and Non-Transport
  - 2. Private – Transport and Non-Transport
  - 3. Volunteer
  - 4. Fixed Wing and Rotor Air
- v. ICEMA will enter all Medications – Listed in NEMSIS 2.2.1
- vi. Create a NEMSIS data set to allow reporting of all NEMSIS data by the EMS Authority.
  - 1. Test and validate data
- vii. Create auto post for all providers in the state who are able to send data via web services.
  - 1. Configuration at ICEMA State Bridge level
  - 2. Work with each provider to allow access to ICEMA State Bridge
  - 3. LEMSAs utilizing the ImageTrend Data System for EMS data collection will have the ability to auto-post to CEMSIS Test and validate data received
- viii. Create file transfer option to ICEMA's State Bridge to allow for uploading of data.
  - 1. Create users and test security setting.
  - 2. Test and validate data received
  - 3. LEMSA's will be able to securely transmit data to CEMSIS electronically via the Internet utilizing common browser technology.
- ix. Build filters to allow Base Hospitals to be filtered by Region or sorted by priority at service level.
  - 1. SOW for program change.
  - 2. Test
- b. EMS Data Elements entered into CEMSIS will be limited to those values available in the current NEMSIS 2.2.1 (or 3.0 when available)/NHTSA data set.
- c. Each LEMSA or their designated appointee will transfer EMS Data into CEMSIS using NEMSIS 2.2.1 (or 3.0 when available) via direct data submission. Records submitted without values will default to values specified in the data dictionary.
  - i. All data must pass validation requirements.
  - ii. Records not passing validation will be returned to the LEMSA (indicating the error) for verification, correction and resubmission.
- d. CEMSIS data submissions will not be accepted directly from individual provider agencies unless previously agreed upon.
- e. Submission of CEMSIS data will result in a confirmation of data received.
  - i. Each LEMSA will receive notification of the success or failure of each file transmission into CEMSIS.

- ii. Each LEMSA will receive confirmation of data submission which shall include (but is not be limited to) the number of records, success and failure of records, and other problems with file format.
- f. CEMSIS will accept trauma files created using a national standard data format.
- i. Files for submission can be created for export/import from all NTDB compliant systems.
  - ii. No specialized programming is required at the LEMSA level for NTDB compliant systems.
  - iii. Data submission into the CEMSIS Trauma Registry will be limited to that year's NTDB dataset due to annual changes provided by NTDB.
- g. CEMSIS will accept trauma data in two (2) formats:
- i. Trauma Registry: Direct Data Input
    - 1. NTDB Format - Data Submission.
    - 2. ICEMA will provide NTBD data set for reporting of Trauma data sixty (60) to one hundred twenty (120) days after signing of contract.
- h. The EMS Authority will create and coordinate rules governing the collection and distribution of EMS Data and will assure participation by all stakeholders.
- i. The EMS Authority will assure timely submission of data from LEMSA's.
- 2) ICEMA will provide on-going project management and facilitate implementation of CEMSIS using the provided ICEMA State Bridge.
- 3) ICEMA will provide unlimited number of user accounts and logins to CEMSIS for both the EMS Authority and LEMSA's.
- a. The EMS Authority user accounts and logins will be provided within ten (10) days after signing of the contact.
- i. The EMS Authority user accounts and logins will allow access to CEMSIS demo account for verification of functionality.
  - ii. The EMS Authority user accounts and logins will be limited to the report writer, LEMSA canned reports, and the visual informatics module for report development.
- b. LEMSA user accounts and logins will be provided within ten (10) days of receipt of list.
- i. The EMS Authority will provide ICEMA a complete list of all California LEMSA's which include the flowing information in an approved electronic format within the first forty-five (45) days after signing of the contact.
    - 1. Contact information, including telephone and e-mail (detailed document will be provided).
    - 2. Complete list of all destinations in California.
  - ii. LEMSA user accounts and logins will be configured with permissions to submit EMS and Trauma data to CEMSIS.

- iii. LEMSA user accounts and logins will provide the ability to run limited CEMSIS canned reports to be determined at a later date.
  - iv. Additional fees may apply for LEMSA's to access the visual informatics module for statistical reporting.
- 4) CEMSIS User Support
- a. ICEMA will provide all first line user (LEMSA and the EMS Authority) CEMSIS support M-F 7:00 am – 4:30 pm Pacific Time and Image Trend will provide secondary user support M-F 8:30 am - 5:00 pm Central Time.
  - b. ICEMA will assist the LEMSAs with data transmission to the statewide repository.
  - c. ICEMA will provide web based training to all EMS Authority users on CEMSIS data submission and reporting during the first sixty (60) days after signing of the contact. Topics will include:
    - i. Data Reporting - Best Method to Extract Data.
    - ii. Viewing Data - Format Useful to the EMS Authority.
  - d. ICEMA will provide up to sixteen (16) hours of web based “*train-the-trainer*” education to LEMSAs on EMS data submission to CEMSIS during the first sixty (60) days after signing of the contact. Topics to include:
    - i. Submitting CEMSIS Data to ICEMA State Bridge.
    - ii. Viewing Error Logs.
    - iii. Running Reports.
    - iv. Auto Postings to State Data Repository.
  - e. ICEMA will provide up to thirty-two (32) hours of web based “*train-the-trainer*” education to LEMSAs on Trauma data submission to CEMSIS during the first sixty (60) to ninety (90) days after signing of the contact. Topics to include:
    - i. Uploading NTDB Data to the Patient Registry
    - ii. Creating User Accounts for Hospital Registrars
    - iii. Data Entry vs. NTDB Upload
    - iv. Data Entry 101
    - v. Reporting in Patient Registry
- 5) ICEMA will facilitate the transmission of the data from the statewide repository to the NEMSIS repository.
- 6) All data submitted to CEMSIS will remain the property of the EMS Authority and upon termination of agreement will be provided to the State in a data format mutually acceptable at the time.

- 7) ICEMA reserves the right to contract with individual LEMSAs to provide centralized EMS Data Collection.
- 8) Travel: Travel costs will be invoiced separately on a monthly basis for travel that may be required to operate and function CEMSIS and provide information to constituents related to CEMSIS. All CEMSIS related travel shall be as mutually agreed between the EMS Authority and ICEMA.

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](mailto: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. Agency Order Number (Example: EMS-1304)
2. Identifies services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to the service
3. Accurate billing address as stated on the purchase order or contract
4. Supplier invoice number
5. Supplier invoice date
6. Company name and remittance address
7. Payment terms offered
8. Copies of signed time sheet(s) supporting the billed hours.

**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.

4. **Travel Reimbursement**

Pursuant to the terms established in this agreement, travel reimbursement may not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations, Title 2, Division 1, Chapter 3, and/or regulations of the California Department of Human Resources, formerly California Department of Personnel Administration (DPA), specifically Sections 599.619 through 599.631.

**2013/14 (Year 1 )**

| <b>Budget Category</b>                  | <b>Expenditure</b>   |
|---|----------------------|
| Personnel                               | \$ 72,000.00         |
| Supplies                                | \$ 1,000.00          |
| Implementation and Deployment           | \$ 70,000.00         |
| Equipment: (servers, network, hardware) | \$ 10,000.00         |
| Software Deployment and Licenses        | \$ 60,000.00         |
| Travel                                  | \$ 5,000.00          |
| Miscellaneous Costs                     | \$ 9,480.00          |
| Indirect Costs                          | \$ 22,748.00         |
| <b>Total expenditures</b>               | <b>\$ 250,228.00</b> |

**Personnel: \$72,000**

Salary for ICEMA personnel are for activities related to project objectives. Personnel expenditures for two ICEMA employees are summarized as follows (all calculations are approximate):

| <b>Position</b>           | <b>Hourly Rate</b> | <b>Number of Hours</b> | <b>Expenditures</b> |
|---------------------------|--------------------|------------------------|---------------------|
| Project Manager           | \$61.28 per hour   | 750                    | \$45,960.40         |
| Support Specialist #1     | \$34.72 per hour   | 750                    | \$26,039.60         |
| <b>Total expenditures</b> |                    |                        | <b>\$72,000.00</b>  |

**Other Direct Costs: \$155,480.00**

Other direct costs will be provided for expenses related to hosting the physical CEMSIS hardware and operational environment, and required ICEMA State Bridge system upgrades, licensing, and ongoing maintenance. These costs are summarized as follows:

| Budget Item                         | Description  | Monthly cost | Annual Cost         |
|-------------------------------------|--|--------------|---------------------|
| Implementation and Deployment Costs | \$125 per hour * 560 hours   | N/A          | \$70,000.00         |
| Equipment                           | (servers, network, hardware, etc.)   | N/A          | \$10,000.00         |
| Software                            | Licensing and annual support and maintenance   | N/A          | \$60,000.00         |
| Supplies                            | Training materials.  | \$83.00      | \$1,000.00          |
| Travel                              | Travel required to operate and function CEMSIS and provide information to constituents related to CEMSIS         | N/A          | \$5,000.00          |
| General & Miscellaneous             | Video conference services. Tech support remote access software. Continuing education, users group, and meetings. | \$790.00     | \$9,480.00          |
| <b>Total expenditures</b>           |  |              | <b>\$155,480.00</b> |

**Indirect Costs: \$22,748.00**

Indirect costs will be provided at a rate of 10%. Indirect costs are those costs that cannot be attributed directly to a specific cost center, but are a percentage of overall costs to the Contractor for this project.

**2014/15 (Year 2)**

| Budget Category                         | Expenditure          |
|---|----------------------|
| Personnel                               | \$ 72,000.00         |
| Supplies                                | \$ 1,000.00          |
| Equipment: (servers, network, hardware) | \$ 10,000.00         |
| Software Deployment and Licenses        | \$ 68,000.00         |
| Travel                                  | \$ 5,000.00          |
| General & Miscellaneous                 | \$ 8,279.00          |
| Indirect Costs                          | \$ 16,215.00         |
| <b>Total expenditures</b>               | <b>\$ 180,494.00</b> |

**Personnel: \$72,000**

Salary for ICEMA personnel are for activities related to project objectives. Personnel expenditures for two ICEMA employees are summarized as follows (all calculations are approximate):

| Position                  | Hourly Rate      | Number of Hours | Expenditures        |
|---------------------------|------------------|-----------------|---------------------|
| Project Manager           | \$61.28 per hour | 750             | \$ 45,960.40        |
| Support Specialist #1     | \$34.72 per hour | 750             | \$ 26,039.60        |
| <b>Total expenditures</b> |                  |                 | <b>\$ 72,000.00</b> |

**Other Direct Costs: \$92,279.00**

Other direct costs will be provided for expenses related to hosting the physical CEMSIS hardware and operational environment, and required ICEMA State Bridge licensing and ongoing maintenance. These costs are summarized as follows:

| Budget Item               | Description  | Monthly cost | Annual Cost         |
|---------------------------|--|--------------|---------------------|
| Equipment                 | (servers, network, hardware, etc.)   | N/A          | \$ 10,000.00        |
| Software                  | Licensing and annual support and maintenance   | N/A          | \$ 68,000.00        |
| Supplies                  | Training materials.  | \$83.00      | \$ 1,000.00         |
| Travel                    | Travel required to operate and function CEMSIS and provide information to constituents related to CEMSIS         | N/A          | \$ 5,000.00         |
| General & Miscellaneous   | Video conference services. Tech support remote access software. Continuing education, users group, and meetings. | \$689.92     | \$ 8,279.00         |
| <b>Total expenditures</b> |  |              | <b>\$ 92,279.00</b> |

**Indirect Costs: \$16,215.00**

Indirect costs will be provided at a rate of 9.87%. Indirect costs are those costs that cannot be attributed directly to a specific cost center, but are a percentage of overall costs to the Contractor for this project.

**2015/16 (Year 3)**

| Budget Category                         | Expenditure          |
|---|----------------------|
| Personnel                               | \$ 72,000.00         |
| Supplies                                | \$ 1,000.00          |
| Equipment: (servers, network, hardware) | \$ 10,000.00         |
| Software Deployment and Licenses        | \$ 68,000.00         |
| Travel                                  | \$ 5,000.00          |
| General & Miscellaneous                 | \$ 8,279.00          |
| Indirect Costs                          | \$ 16,215.00         |
| <b>Total expenditures</b>               | <b>\$ 180,494.00</b> |

**Personnel: \$72,000**

Salary for ICEMA personnel are for activities related to project objectives. Personnel expenditures for two ICEMA employees are summarized as follows (all calculations are approximate):

| Position                  | Hourly Rate      | Number of Hours | Expenditures     |
|---------------------------|------------------|-----------------|------------------|
| Project Manager           | \$61.28 per hour | 750             | \$ 45,960        |
| Support Specialist #1     | \$34.72 per hour | 750             | \$ 26,040        |
| <b>Total expenditures</b> |                  |                 | <b>\$ 72,000</b> |

**Other Direct Costs: \$92,279.00**

Other direct costs will be provided for expenses related to hosting the physical CEMSIS hardware and operational environment, and required ICEMA State Bridge system licensing and ongoing maintenance. These costs are summarized as follows:

| Budget Item               | Description  | Monthly cost | Annual Cost        |
|---------------------------|--|--------------|--------------------|
| Equipment                 | (servers, network, hardware, etc.)   | N/A          | \$10,000.00        |
| Software                  | Licensing and annual support and maintenance   | N/A          | \$68,000.00        |
| Supplies                  | Training materials.  | \$83.00      | \$1,000.00         |
| Travel                    | Travel required to operate and function CEMSIS and provide information to constituents related to CEMSIS         | N/A          | \$5,000.00         |
| General & Miscellaneous   | Video conference services. Tech support remote access software. Continuing education, users group, and meetings. | \$689.92     | \$8,279.00         |
| <b>Total expenditures</b> |  |              | <b>\$92,279.00</b> |

**Indirect Costs: \$16,215.00**

Indirect costs will be provided at a rate of 10%. Indirect costs are those costs that cannot be attributed directly to a specific cost center, but are a percentage of overall costs to the Contractor for this project.

## **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, ICEMA may copyright same, except that, as to any work which is copyrighted by ICEMA, 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.