

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

415



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
September 9, 2009

SUBJECT: Approval of the Agreement with the State Emergency Medical Services Authority and the Riverside County EMS Agency for the CEMSIS DATA submission program.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement with the State Emergency Medical Services Authority and the Riverside County EMS Agency for the period of July 1, 2009 through June 30, 2010 in the amount of \$25,666.00; and
- 2) Authorize the Chairperson of the Board to sign three (3) originals of the Agreement on behalf of the County.
- 3) Direct the Auditor Controller to adjust the budget as detailed in Schedule A.

BACKGROUND: Within the last several years, the Riverside County EMS Agency has worked with Riverside County Advanced Life Support (ALS) transport providers to establish the infrastructure to collect, transmit and evaluate EMS data through the use of Healthware Solutions EMS 2000 Suite®. Since 1993, Riverside County EMS Agency has been in partnership with Digital Innovations, Inc. and local Trauma Centers to collect and analyze Riverside County trauma data. The funding allocation of \$25,666 will be utilized to develop the export module that is needed for transmission of EMS and Trauma California Emergency Medical Services Information System (CEMSIS) data to State Emergency Medical Services Authority. Grant funds will cover all expenses with no net cost to County.

Susan D. Harrington

Susan Harrington, Director
Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 25,666	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% funded by the State of California Emergency Medical Services Authority.	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *[Signature]* 9/23/09
SUSANA GARCIA-BOCANEGRA

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE _____
NEAL R. KIPNIS

Policy
 Consent
 Dep't Recomm.:
 Policy
 Consent
 Per Exec. Ofc.:

Prev. Agn. Ref.: None

District: All

Agenda Number:

3.8

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM 11

SUBJECT: Approval of the Agreement with the State of California Emergency Medical Services Authority (EMSA) and the Riverside County Ems Agency for the CEMSIS Data Submission Program.

SCHEDULE A

Community Health Agency
Department of Public Health
EMS Agency
Budget Adjustment
Fiscal Year 2009 / 2010

Increase in Appropriations:

10000	4200100000	510040	Regular Salaries	\$	2,800
10000	4200100000	518100	Budgeted Benefits	\$	1,072
10000	4200100000	525440	Professional Services	\$	21,794
			Total Increase in Appropriation:	\$	<u>25,666</u>

Increase in Estimated Revenue:

10000	4200100000	751680	CA-State Grant Revenue	\$	25,666
			Total Increase in Estimated Revenue:	\$	<u>25,666</u>



AGREEMENT NUMBER EMS-9072
REGISTRATION NUMBER eP1016237

- 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
Riverside County EMS Agency
- The term of this Agreement is: July 1, 2009 Through June 30, 2010
- The maximum amount of this Agreement is: **\$ 25,666.00**
Twenty-Five Thousand Six Hundred Sixty-Six Dollars and No/100
- 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	1 page(s)
Exhibit B-1	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 307
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)	2 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	page(s)
Exhibit E – Additional Provisions	1 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		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside County EMS Agency		
BY (Authorized Signature) 	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Stone, Chairman, Board of Supervisors		
ADDRESS 4080 Lemon Street, 14 th Floor Riverside, California 92501		
STATE OF CALIFORNIA		
AGENCY NAME Emergency Medical Services Authority		
BY (Authorized Signature) 	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Steven Tharratt, M.D., Director		
ADDRESS 1930 9 th Street, Sacramento, California 95811		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04 5.b.

FOR M APPROVED COUNTY COUNSEL
 BY NEAL R. KIPNIS
 DATE

**Exhibit A
(Standard Agreement)**

Scope of Work

Background:

In 1997, Riverside County Emergency Medical Services Agency (REMSA) began implementing the first stages of data collection in partnership with Healthware Solutions (HWS). Within the last several years, the REMSA has worked with Riverside County Advanced Life Support (ALS) transport providers to establish the infrastructure to collect, transmit and evaluate EMS data through the use of HWS EMS 2000 Suite[®]. Riverside County Data System Advisory Committee was formed to integrate new users and work through technical and logistical issues in implementing data collection. The group continues to work on arising issues in data collection and management. Since the mid 90's, REMSA has been in partnership with Digital Innovations, Inc. and local trauma centers to collect and analyze Riverside County trauma data. With the utilization of HWS Solution Suite[®] ePCR software and Digital Innovations, Inc. software, the infrastructure is in place to evaluate the continuum of patient care.

An efficient and user friendly data collection system is a necessary tool to effectively evaluate emergency medical services (EMS). Collection and evaluation of this data would allow for evidenced based management of EMS system in Riverside County and the State.

Introduction

Continuous improvement of patient care is a common goal for county EMS agencies and the California Emergency Medical Services Authority (EMS Authority). Collection and export of EMS and trauma data would provide the opportunity to identify and anticipate trends in patient care to our EMS system and on a statewide level. It would also allow us to conduct research and benchmark the Riverside County EMS system against other EMS systems, assist in policy development, and focus on injury prevention activities. Lastly, we support the EMS Authority's desire to collect and provide data that will assist all local EMS agencies to validate training programs, assess the resource needs of EMS systems, perform research on patient care and generate evidence based protocols, policies and procedures.

REMSA's work with local EMS providers to implement an electronic patient care report (ePCR) provides the opportunity for collection and export of electronic patient data in the CEMSIS format to the EMS Authority.

Objectives:

Objective #1: Develop agreements to import the required data from Prehospital providers and trauma centers. Estimated Completion Date: July 2009

Objective #2: Establish and review data input procedures with all ALS transport providers and Trauma Centers. Estimated Completion Date: July 2009

Objective #4: Acquire all necessary hardware to accomplish a functional data export mechanism between Riverside County EMS Agency and the EMS Authority. Estimated Completion Date: August 2009

Exhibit A
(Standard Agreement)

Objective #5: Establish a functional data export mechanism between Riverside County EMS Agency and the EMS Authority. Estimated Completion Date: September 2009

Objective #6: Begin data transmission between Riverside County EMS Agency and the EMS Authority for the CEMSIS data set. Estimated Completion Date: November 2009

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

State Agency: Emergency Medical Services Authority	Contractor: Riverside County EMS Agency
Name: Bonnie Sinz	Name: James Lee
Phone: (916) 322-4336, ext. 460	Phone: (951) 358-5029
Fax: (916) 324-2875	Fax: (951) 358-5160

Direct all inquiries to:

State Agency: Emergency Medical Services Authority	Contractor: Riverside County EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Carol MacRae	Attention: Bruce Barton, EMS Administrator
Address: 1930 9 th Street, Sacramento, CA 95811	Address: P. O. Box 7600, Riverside, CA 92513-7600
Phone: (916) 322-4336, ext. 422	Phone: (951) 358-5029
Fax: (916) 322-1441	Fax: (951) 358-5160

**Exhibit B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

- A. For services satisfactorily performed in a manner acceptable to the EMS Authority, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, for actual expenditures incurred in accordance with the budget in Exhibit B-1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall be in arrears upon receipt of a (monthly, quarterly etc.) invoice received and approved by the designated representative(s). The invoice must be submitted using the EMS Authority's format, on contractor's letterhead, signed by authorized representative, and include the Agreement Number, and period covered. Submit invoices to:

Carol MacRae, Contracts Manager
Emergency Medical Services Authority
1930 9th Street
Sacramento, CA 95811

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

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.

Exhibit B-1
 (Standard Agreement)

Budget Categories

BUDGET CATEGORIES	Federal Funds	Total
Personnel	\$3,872.00	\$3,872.00
Professional Services	\$21,794.00	\$21,794.00
Total Direct Costs	\$25,666.00	\$25,666.00
*Administrative/Indirect 10%	\$0	\$0
TOTAL	\$25,666.00	\$25,666.00

Budget Detail/Narrative

Personnel: \$3,872.00

Riverside County staff will coordinate the overall EMS data collection and submission program with ALS transport agencies and the EMS Authority, oversee, maintain, and troubleshoot IT issues in connection with data collection and submission, coordinate the overall trauma data collection/program with each trauma center and the EMS Authority, reports and program evaluation required for the project will also be completed.

121 hours @ \$32.00/hour = \$3,872.00.

Professional Services: \$21,794.00

Healthware Solutions (HWS): This is a flat fee of \$11,800.00 for EMS 2000 export module for EMS data submission to the EMS Authority HWS is Riverside County EMS Agency's data software vendor since the late 1990's. This export module will allow Riverside County EMS Agency to submit properly formatted data elements to State.

Digital Innovations, Inc. – DiCorp Collector Trauma Registry export module for trauma data submission to the EMS Authority. This is a flat fee of \$10,000 of which \$9,994 will be charged to the contract. This export module will allow Riverside County EMS Agency to submit properly formatted trauma data elements to the State.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

The Contract Manager for the State EMS Authority is **Carol MacRae**. Any questions regarding the contract, including, but not limited to: Budget Revisions, Invoices, Reports, etc. may be directed to her attention.

Contract Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by both parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All requests for amendments to the contract must be received by the EMS Authority at least thirty (30) days prior to the effective date of the change. The EMS Authority must approve such revisions in writing prior to their implementation. **No amendments may be made after the contract termination date.**

Travel: Travel costs for transportation, lodging, subsistence, and related items incurred by employees of Contractor who are traveling on official business related to the grant, will be reimbursed at the rates approved by the Department of Personnel Administration (DPA). **Out-of-State travel requires advance written approval by the EMS Authority.**

Intellectual Property Rights: Data developed under this contract shall become the property of the EMS Authority. It shall not be disclosed without the written permission of the Director of the EMS Authority and the Administration if necessary. Each report developed for this contract shall also become the property of the EMS Authority and shall not be disclosed except in such manner and such time as the Director of the EMS Authority may direct. No written product(s) shall be used for lobbying purposes.

No products, processes, or materials developed using grant funds may be patented or copyrighted. The EMS Authority reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for the benefit of public purposes and interests.

Public Meeting Requirement: The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public. Meetings which deal with legal or personnel matters shall be exempt. Notice of each public meeting shall be in accordance with Government Code Sections 54950 through 54963.

Training, Seminars, Materials: Any Training Seminars, and materials for such Seminars, must have prior approval by the State EMS Authority.

Purchase Orders: All Purchase Orders exceeding \$2,500 for any articles, supplies, equipment or services should require prior authorization in writing by the EMS Authority and should include all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

EXHIBIT D
(Standard Agreement)

Subcontracts: All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:

- a) Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
- b) Specification of the services to be provided.
- c) Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
- d) Subcontractor's agreement to submit reports as required by Contractor.

All subcontracts exceeding \$2,500 shall not become effective until it has been approved by the EMS Authority. Subcontract amendments shall be submitted to the EMS Authority for prior approval at least thirty (30) days before the effective date of any proposed changes. Any such amendment shall become effective unless the EMS Authority expressly disapproves in writing such amendment and written notice is received by Contractor within said 30-day period.

Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

The Contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows: at all reasonable time at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated.

Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

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 EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, 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 EMS Authority.

Federally Funded Contracts: It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the Fiscal Year 2009/10 and any other Fiscal Year for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

The parties mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

REPORTS: Quarterly Progress Reports must all be submitted on a timely basis.

- a. **QUARTERLY PROGRESS REPORTS:** Local EMS Agencies receiving federally funded contracts are required to submit quarterly progress reports. The July – September quarterly progress report is due to the EMS Authority by October 15, October – December quarterly progress report is due to the EMS Authority by January 15, January – March quarterly progress report is due to the EMS Authority by April 15 and April – June quarterly progress report is due to the EMS Authority by July 15. Failure to submit Quarterly Progress Reports on time may delay payment of claims for reimbursement.

The purpose of the quarterly progress reports is to provide the applicant agency and the EMS Authority with an evaluation of the projects progress in relation to the planned work and milestones. The report should be a summary of the project activities that have taken place to date. An original and one copy of each Quarterly Progress Report shall be sent to the EMS Authority. Each report must contain a cover sheet that includes the following:

- LEMSA's letterhead
- Name of the LEMSA
- Full address
- EMSA's Contract Number
- Quarter the Report Covers and Period Covered
(sample: 1st quarterly report – July 1, 2009 – September 30, 2009)