

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

317



FROM: Department of Public Health

SUBMITTAL DATE:
June 26, 2012

SUBJECT: Approval of other than low bid for the Agreement for the Trauma Registry System with Digital Innovation, Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement with Digital Innovation, Inc. for Trauma Registry System in the amount of \$197,600, with the option to renew Annual Access Fee and Maintenance for an additional nine years, renewable annually, in accordance with Ordinance No. 459-4, and;
2. Authorize the County Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option for Annual Access Fee and Maintenance a maximum of nine years, renewable annually, in the estimated amount of \$55,000 annually, provided the cost increase does not exceed the Consumer Price Index (CPI).

FORM APPROVED BY COUNTY COUNSEL
DATE: 6/18/12
BY: NEAL R. KIPNIS
Departmental Concurrence

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 6/18/12

Sarah I Mack
Sarah Mack, Deputy Director for Susan Harrington,
Director of Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 197,600	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: EMS Maddy Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone and Ashley
Nays: None
Absent: Tavaglione and Benoit
Date: June 26, 2012
xc: CHA-Public Health, Auditor, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Susan Harrington*
Deputy

3.8

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

Purchasing: *Mack*
Mack Seiler, Assistant Director

SUBJECT: Approval of other than low bid for the Agreement for the Trauma Registry System with Digital Innovation, Inc.

BACKGROUND: The Emergency Medical Services Agency Trauma System has been using the same first generation data collection system since 1992. Although this system continues to function it does not meet current data element requirements of the State nor of the American College of Surgeons. The average "shelf life" of such technology is five years; therefore this product has served the EMS agency beyond its expected shelf life by 15 years.

Justification: The current system is based on 1987 scoring mechanisms and applicable standards, whereas the proposed system is built on 2008 scoring mechanisms and standards. The California Emergency Medical Services Authority requires data elements as specified by the California Emergency Medical Services Information System (CEMSIS) that is inclusive of pre-hospital and trauma data. In addition, the American College of Surgeons, the body that verifies trauma centers, requires a rigorous data collection system directly through them and through the National Trauma Data Bank, with which our trauma hospitals are currently non-compliant. This new system will take the county into the next generation of data collection by the ability to collect and submit required data elements, web-based data entry, data analysis for injury prevention, and evaluation of trauma practices and policy throughout Riverside County, the Trauma Region and the State.

Price Reasonableness: Purchasing released a Request for Proposal (RFP#HSARC-223), mailing solicitations to twenty six companies, and advertised on the County's Internet and publicpurchase.com; three responses were received to the RFP.

The proposals were reviewed by an evaluation team consisting of personnel from County Emergency Medical Services Agency Trauma Unit, Public Health Information Technology, and the RCRMC Injury Prevention coordinator. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness and general understanding to the requirements of the scope of service and proposed system capabilities, the experience and ability to perform, financial status, references and the overall cost. To properly select the best and most responsive vendor, the evaluation was divided into two parts. The first part was based on the system technical capabilities and the second part was based on cost associated with the system capabilities. Digital Innovation scored highest in the technical scoring with second lowest proposed cost (\$197,600); the second highest technical score had the highest proposed cost (\$373,850), and the lowest technical score had the lowest proposed cost (\$45,350), did not meet all the requirements and therefore, was deemed to have an unacceptable bid. All three bidders were invited to demonstrate their system to the evaluation team. The bidders were then scored again by the evaluation committee. After the product demonstration, Digital Innovation scored highest and was chosen to move forward in the procurement process for Best and Final Offer and negotiation.

Digital Innovation, Inc. was chosen by the Trauma Registry Evaluation Committee as the most responsive/responsible bidder. The Evaluation Committee recommended the award be given to Digital Innovation, Inc.

REVIEW/APPROVAL: Purchasing and County Counsel concur with this request.

PROFESSIONAL SERVICE AGREEMENT

for

Trauma Registry System

between

COUNTY OF RIVERSIDE

and

Digital Innovation, Inc.



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This Agreement, made and entered into this 26th day of June, 2012, by and between Digital Innovation, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of four pages at the prices stated in Exhibit B, Payment Provisions, consisting of one page.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective from July 1, 2012 through June 30, 2022, renewable in one year increments, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred ninety seven thousand six hundred dollars (\$197,600) including all expenses during the first year of the term and forty seven thousand seven hundred dollars (\$47,700) annually thereafter until the period of performance has ended. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas for Trauma Registry System and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Department of Public Health
P.O. Box 7849
Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-20860-001-06/13); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices for maintenance, upgrades, and web hosting shall be rendered annually in advance.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or shall have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 90 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon thirty (30) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

6.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

6.2 The Software Products represent licensed works of the CONTRACTOR and its suppliers and are provided for use to the COUNTY under the following software licensing terms. The COUNTY shall not make any reproductions, copies, or electronic transmittals of any portion of the Software Products, including but not limited to any program files, configuration files, system files, instruction manuals, screen captures, user's manuals, on-line help files, or any other materials, without the prior written consent of the CONTRACTOR; except that the COUNTY, solely for its internal archival or backup purposes, may make network system backups of the installed system, and a single backup copy of the installation disks provided by the CONTRACTOR. The COUNTY shall install the Software Products in a fashion as provided and allowed by the CONTRACTOR based on the components acquired. The COUNTY may not distribute, rent, sub-license, relicense, resell, or lease the Software Products, including translating, decompiling, disassembling, or creating derivative works. The COUNTY may not reverse-engineer any part of the Software Products. The COUNTY shall not remove or alter any copyright notices or other proprietary notices of the CONTRACTOR or its suppliers contained in any part of the Software Products. The provisions of this section shall survive the termination of this Agreement.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

8.3 WARRANTY. While the Maintenance Services of this Agreement are in effect, the CONTRACTOR warrants to the COUNTY that all Software Products and maintenance updates provided by the CONTRACTOR to the COUNTY under this Agreement will perform substantially in accordance with their written materials and other documentation provided by the CONTRACTOR to the COUNTY. To the

maximum extent permitted by applicable law, the CONTRACTOR disclaims all other warranties either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to any services performed or any goods including but not limited to Software Products.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books,

documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR and the COUNTY each recognize that each has and will have information including, but not limited to data and products (collectively "Information"), which are valuable, special and unique assets of their respective organizations. The CONTRACTOR and the COUNTY agree that neither party will at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any Information of the other party, to any third party, without the prior written consent of the other party. Both the CONTRACTOR and the COUNTY shall protect the Information of the other party and treat it as strictly confidential.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Attn: Rick Hai

CONTRACTOR

Digital Innovation, Inc.
302 Dove Court
Forest Hill, MD 21050
Attn: John F. Kutcher

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR shall also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State

Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the

action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

21.6 In no event shall either party be liable to the other party for any indirect, special or consequential damages, including loss of data, lost profits, cost of cover, arising from this Agreement, the use of the Software Products, or any of the services performed hereunder, however caused and on any theory of liability. This limitation will apply even if such party has been advised of the possibility of such damage. The COUNTY agrees that the CONTRACTOR's liability arising from acts under this Agreement, regardless of the form of action and irrespective of fault or negligence, shall not under any circumstances exceed the aggregate amount of payments made to the CONTRACTOR by the COUNTY under this Agreement. The provisions of this section will survive the termination of this Agreement. CONTRACTOR shall make every effort to safeguard and back up the data at multiple sites within industry standard.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and

policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Signature: _____

Print Name: John F. Tavaglione

Title: Chairman, Board of Supervisors

Dated: JUN 26 2012

CONTRACTOR:

Signature: _____

Print Name: John F. Kutcher Jr

Title: President and Chief Executive Officer

Dated: 6/15/12

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By KECIA HARPER-IHEM
DEPUTY

EXHIBIT A
SCOPE OF SERVICE

- 1.0 CONTRACTOR shall provide complete trauma electronic data collection and management services for REMSA in accordance with the requirements outlined below:
 - 1.1 CONTRACTOR shall have comprehensive and successful trauma data collection and management services experience. This shall include experience in the design, development, implementation and management of trauma electronic data collection systems.
 - 1.2 CONTRACTOR shall offer leading technology in a web based electronic tool for data collection as well as comprehensive data storage/management/reporting capabilities.
 - 1.3 CONTRACTOR shall have qualified professional and technical support staff with knowledge in trauma data management.

- 2.0 Registry Requirements:
 - 2.1 The trauma registry shall be Web / browser based (i.e., no local / County support), secure access from any site.
 - 2.2 Be CEMISIS, NEMISIS, REMSA data set and NTDB compliant. (Does not need to contain all NEMISIS data fields, however shall be compliant for data transfers from NEMISIS documents)
 - 2.3 Have the Auto Tab feature in all fields. Once the length of the field's value meets a certain length, it automatically moves to the next field.
 - 2.4 Provide hospital custom/flexible data field options. The registry shall provide capabilities for hospitals to add up to 150 custom data points of their own choosing in various sections of the trauma registry record. Each data point shall have a user-specified data type, prompt, and pick-list if applicable. All custom data points shall be reportable by end-users in ad-hoc queries and reports, as if they were 'built-in' data points.
 - 2.5 Facilities shall have the option of defining their own user-defined audit filters, and user-defined audit filter reports.
 - 2.6 Have Text-to-Code capability with current AIS codes, 2008 and current ICD- 9 and future transition to ICD-10. This application allows the user to have the ability to enter English narratives for injuries and get corresponding ICD9/ICD-10 or AIS codes (2008)--by a built-in artificial intelligence application.
 - 2.7 ICD-9 transition to ICD-10 ability.
 - 2.8 The report writing tool shall contain integrated graphing capabilities to allow users to generate graphs and other documents in Microsoft Office
 - 2.9 The ad-hoc reporting tool shall allow output to Excel compatible files, and allow for the automatic loading/launching of data to Excel.
 - 2.10 Have a patient outcomes & performance improvement module/application. This application shall be driven by the standard data set, any custom data fields, and American College of Surgeon filters. They must be capable of generating reports for the local hospitals.
 - 2.11 Have an ACS TQIP module. A module that collects the current ACS process measures but has a workflow system to highlight records where data needs to be captured based on other data collected within the registry (like procedures and diagnoses). This shall be interfaced into the existing configuration and not a separate module that requires re-entry of data.

- 2.12 Have a taxonomy module. This will generate taxonomy according to the current Joint Commission for Hospital Accreditation Taxonomy for near misses and adverse events. This shall be interfaced into the existing configuration and not require re-entry of data.
- 2.13 Have a Continuum of Care Server (CCS) application that allows for the trauma registry to interface and pull data from any NEMESIS compliant CONTRACTOR.
- 2.14 Have HL7 capabilities that allows for data collection from disparate data collection systems. This allows compliance with all future Electronic Medical Record Data Exchange requirements.
- 2.15 All versions of the trauma registry system shall support user-friendly data entry, data validation, and reporting capabilities.
- 2.16 The registry shall allow for the tracking of PI/QI performance improvement issues. Such capabilities shall include the tracking and loop closure of both system-defined as well as user-defined indicators.

3.0 System- Linkage Capabilities – Linking data across an entire trauma incident:

- 3.1 A trauma registry incident can entail multiple EMS and Trauma records, as different providers care for the patient. The central county trauma registry system shall have capabilities to maintain an Integrated Trauma Registry. This integrated registry shall entail the management of linked “incident-wide” record, via a central database that associates trauma registry records that are related to the same patient injury event.
- 3.2 The system shall contain both interactive and batch-oriented matching capabilities. Interactive capabilities would allow receiving hospitals to identify records associated with patients brought to their specific hospital. Batch-oriented matching capabilities would allow central-site state to automatically and retrospectively identify matching records submitted by facilities, and then associate them in the incident records.
- 3.3 REMSA shall have the ability to create outcomes data across an incident, and have the ability to link this outcome data to the County trauma registry and/or state EMS registry databases.
- 3.4 The matching and linkage capabilities shall work with a real-time pre-hospital data feed. When a real-time pre-hospital data feed exists, facilities shall also have the ability to electronically upload pre-hospital data (from a real-time pre-hospital data feed), for patients received at their facility. CONTRACTOR to customize the interface accordingly as part of the base contract price.

4.0 Local Hospital Software Deployment Capabilities

- 4.1 Systems shall run on Windows-compatible networks within the hospitals information system networks.
- 4.2 The software shall have the capabilities of being either installed on site or downloaded from a website.
- 4.3 Systems shall continue to function even if a hospitals internet connection goes down or becomes unavailable.
- 4.4 Systems shall be able to electronically send the core data set to the central-site (REMSA), and such data shall be merged into the statewide trauma database via the system (i.e., not requiring manual processing of submission files).
- 4.5 Systems shall support interfacing with other hospital-based information systems.
- 4.6 Systems supplied by the CONTRACTOR shall be inclusive of all database licenses and any other third party license fees required to run the system at the hospitals.

4.7 CONTRACTOR shall provide technical support services to the hospitals in the installation, configuration, use, and upgrades of any locally installed software.

5.0 Central Site Software Deployment Capabilities for Trauma Data Collection System

- 5.1 CONTRACTOR shall provide a central-site deployment version of the registry.
- 5.2 The central-site system shall provide a role-based security system to control access to the system by authorized hospital users.
- 5.3 The central-site system shall provide for access of its functionality via standard Windows browsers via a secure Internet connection.
- 5.4 The central-site data collection system shall support direct data entry or electronic web-based data uploads from hospitals.
- 5.5 Electronic data uploads shall be in an XML or other county approved format for the Core data set formats.
- 5.6 The data upload capability must identify errors in the data submission file and create a suitable log file to assist hospitals in correcting any formatting or data errors identified during the upload process.
- 5.7 Central-site shall have a unique incident matching system to eliminate duplications created by the inter-facility transfer of patients.
- 5.8 Central-site web portal will allow for data uploads as well as for report publishing and distribution over the Web.
- 5.9 CONTRACTOR shall have verifiable data backup / restart recovery capability for all data stores under their control.

6.0 Required CONTRACTOR Services

- 6.1 Data conversion – Contract include a data migration of legacy. The data conversion shall preserve and entail the loading of all fields contained in the system, including any user-customized fields. All data conversion programming shall be performed by the CONTRACTOR as part of the implementation.
- 6.2 Query and report conversion and/or configuration services – The required system shall contain an ad-hoc reporting capability. CONTRACTOR shall provide data conversion services, or alternatively, configuration services to assist each center in migrating any user-defined queries or reports to the supplied report writer. If a CONTRACTOR cannot supply an automatic conversion process, they may limit the amount of such services to a maximum of 30 hours per hospital.
- 6.3 Training sessions – The CONTRACTOR shall conduct regional training services at two sites for two days each, at locations to be selected by the County. Contract price shall include all CONTRACTOR staff time for preparation and delivery of the training, plus out of pocket expenses. The two locations will be scheduled during a single calendar week, and will be within a day's drive of each other.
- 6.4 Technical support – The CONTRACTOR shall provide a technical support help desk during the normal business hours for the County. The technical support services shall include unlimited assistance with software use, installation, and assistance with query writing and reports. Support shall be available by toll-free 800-line, as well as email and fax. CONTRACTOR shall describe the number of personnel dedicated to full-time technical support services, in addition to programming and management staff.

- 6.5 Program updates and enhancements – CONTRACTOR shall provide software updates for minor versions (e.g., releases to the right of the decimal point) and bug fixes and any supplied software, during the term of the maintenance contract. Data field updates shall be provided should any standard data field change in CEMISIS, NEMISIS or NTDB, the registry will be updated for data entry, upload and importing.
- 6.6 Benchmarking Services – The CONTRACTOR shall provide a description of the benchmarking capabilities, reports, or services, if any, that they are able to provide the State at no additional contract charge – to allow the State and/or hospitals to benchmark against other centers outside California.

7.0 Additional Required Features:

- 7.1 The CONTRACTOR shall provide a brief description of any optional modules available, including portable data collection (Pocket PC and Tablet formats), Remote Access options for hospital-based software installations of the trauma registry, or other modules applicable to the trauma registry. It is required that the any additional modules interoperate with the proposed trauma registry solution.
- 7.2 It is required that all deployments of the trauma registry (e.g., central-deployment, local-deployment, portable deployment) all share a common look-and-feel and user interface. This will simplify training and use of the systems by users. CONTRACTOR shall describe the technical approaches required to achieve a common interface, if supported by the CONTRACTOR's proposed solution.
- 7.3 It is desirable that the CONTRACTOR's solution be optimized to require minimal bandwidth when running over remote connections, especially if dial-up or other lower speed communication channels are required. CONTRACTOR shall describe how a rich user interface and functionality can be experienced by the client (accessing the system remotely via a browser), without requiring significant bandwidth between the server and browser.
- 7.4 It is required that the CONTRACTOR provides web-enabled trauma registry for both desktop and laptop platforms.
 - 7.4.1 Examples of web-enabled trauma registry software requirements include but are not limited to the following:
 - a. Wireless data transfer abilities between varieties of hardware devices. Examples include but are not limited to wireless data transfer between tablets/laptops to printers and in hospital laptops to the primary PC or to the web base registry.
 - b. Report forms: Be able to build custom reports and access standardized performance indicator reports.
 - c. User-definable pick-list: Ability for users with the proper security rights to add, modify, or delete pick-list data records without modifying system source for the data fields identified as modifiable. It should allow the user to modify the pick-lists utilizing user-friendly screens. CONTRACTOR shall have standard pick-list options available that can be locally modified.
 - d. Unique patient identifier: It must be able to automatically generate a unique # for each patient/record stored in the database or allow for user generated identifiers.
 - e. Application upgrade capability: the system shall be able to provide upgraded generations of the application that can be implemented by all users without the need to touch each piece of field based user hardware.
 - f. The application shall have automated data field validations that improve data reliability.

- 7.5 Provide technical support and maintenance to REMSA in support of the data system. This will include cooperation, at REMSA's request, with a variety of EMS users that are implementing the system and/or troubleshooting hardware, software, application or connectivity problems.
 - 7.6 Provide system training for all levels of EMS users: to include but not limited to hospital registrars, trauma program managers, trauma system managers, epidemiologist and data analysts.
 - 7.7 Provide hospital administration module: Provider shall have a platform that grants access to ePCR (electronic patient care records), to receiving hospitals as authorized by REMSA.
 - 7.8 Printing capability: Ability to print on multiple printer makes and types, using USB, serial, parallel, IR or Bluetooth connectivity. It shall have the capability for the user to easily change the desired printer via a print dialog box.
 - 7.9 Record locking.
 - 7.10 Compatibility with the existing workstation/desktop units, laptop units, and pen based units.
- 8.0 The Scope of Services in Exhibit A of this Agreement and Digital Innovation, Inc. response to the RFP (HSARC-223) are made part of this Agreement.

**EXHIBIT B
PAYMENT PROVISIONS**

Description of Service	Cost
Application Software/License	\$93,400.00 One Time
Implementation	\$20,000.00 One Time
Annual Access Fee	\$24,700.00 Annually
Help Desk/Support	Bundled within Annual Access Fee
Maintenance	Bundled within Annual Access Fee
Web Hosting	\$20,000.00 Annually
Documentation	Included with Application Software/license
Short Form data entry: approximately 10 data elements for 12 non- trauma centers based on CEMISIS data.	Included with Application Software/license
Training	\$9,000.00 One Time
Consulting/Programming Services (hourly rate)	\$65.00 per hour
Potential travel related costs	\$4,500.00
Optional Application Software (Dashboard and Driller)	\$12,000.00
Optional TQIP Module Software	\$3,000.00 per facility or \$9,000.00 for the remaining three facilities. Digital Innovation is only offering the software module required for collection of the data needed by the ACS for their TQIP data collection initiative. TQIP participant with the ACS requires a contract and payment of TQIP fees to the American College of Surgeons.
Annual Maintenance for Optional Application Software	\$2,000.00 Annually
Training for Optional Application Software	Included with Software Application/License
Optional ACS TQIP Support	\$1,000.00 per facility annually
Annual Access Cost (including Maintenance and Upgrades)	
Year 1	\$24,700.00
Year 2	\$24,700.00
Year 3	\$24,700.00
Year 4	\$24,700.00
Year 5	\$24,700.00
Year 6	\$24,700.00
Year 7	\$24,700.00
Year 8	\$24,700.00
Year 9	\$24,700.00
Year 10	\$24,700.00

DEFINITIONS

1. "REMSA" refers to Riverside Emergency Medical Services Agency, the Riverside County regulatory agency for all pre-hospital patient care service and state authorized programs such as Trauma.
2. "EMS" refers to Emergency Medical Services.
3. "CEMSIS" refers to California Emergency Medical Services Information System, the state data set.
4. "NEMSIS" refers to National Emergency Medical Services Information System, the national data set.
5. "NTDB" refers to National Trauma Data Bank, an American College of Surgeons data bank of trauma data submitted by trauma centers across the nation.
6. "Audit Filters" is the term used to identify design objects upon which you want to focus your attention.
7. "AIS" refers to Abbreviated Injury Scale, is an anatomical scoring system use to predict survivability of an injury.
8. "ICD-9 and ICD 10" is the International Classification of disease. The current coding is done in the "9" system, by 2013 all coding must be done in the "10" system.
9. "ACS" refers to American College of Surgeons, the body that "verifies" trauma centers, authors' trauma criteria and prescribes care and treatment to trauma patients.
10. "TQIP" refers to Trauma Quality Improvement Program, the ACS's program for the monitoring of quality performance improvement programs at participating trauma centers.
11. "Taxonomy" is a Joint Commission program for the standardization and classification of near misses and adverse events.
12. "ePCR" refers to the electronic pre-hospital record generated by the EMS personnel.