

**Attachment D –Sample Contract**

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

AGREEMENT NUMBER
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REGISTRATION NUMBER
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Emergency Medical Services Authority
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CONTRACTOR'S NAME
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2 The term of this Agreement is: \_\_\_\_\_ through \_\_\_\_\_

3. The maximum amount of this Agreement is: \_\_\_\_\_

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	Page(s)
Exhibit B – Payment Provisions	Page(s)
Exhibit B-1 - Budget Detail/Narrative	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) Page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions Page(s)

i. 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.documents.dgs.ca.gov/ols/GTC-610.doc](http://www.documents.dgs.ca.gov/ols/GTC-610.doc)

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)	<b>California Department of General Services Use Only</b>
BY (Authorized Signature)	
DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING	

ADDRESS
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**STATE OF CALIFORNIA**

AGENCY NAME Emergency Medical Services Authority
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BY (Authorized Signature)
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DATE SIGNED(Do not type)
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PRINTED NAME AND TITLE OF PERSON SIGNING Howard Backer, MD, MPH, FACEP, Director
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Exempt per:
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ADDRESS
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10901 Gold Center Dr., Ste 400, Rancho Cordova, CA 95670-6073
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**Exhibit A**

**Scope of Work**

SAMPLE

## A. *Scope of Work*

The LEMSAs will purchase the devices that will be utilized by local California EMS providers within their areas. No advance funding is available. Each device will need to contain an ePCR software that is CEMSIS/NEMSIS compliant which shall be dedicated to the collection of patient data by ePCR and transmission of the patient data to the LEMSA and subsequently to the CEMSIS database.

Each LEMSA will also be responsible for distribution, inventory, and tracking of all devices and ePCR software purchased under this funding opportunity. Additionally, LEMSAs will be responsible for training all EMS first responders on the use of the devices and ePCR software that will be used to collect and transmit ePCR data to the LEMSA.

1. The project must include the following activities:
    - a. The purchase and distribution of mobile electronic devices (devices) to EMS providers that will be utilized for the collection of patient data by ePCR, and transmission of the ePCR data to the LEMSA. Devices purchased and distributed should meet the following minimum hardware specifications.
      - i. Windows-based tablet devices (4GB min)
        1. Microsoft Surface Pro 3 or greater
        2. Motion R12
        3. Panasonic Toughpad® FZ-G1
      - ii. Apple/Android
        1. iPad Air (and Air 2) - 9.7"
        2. iPad Mini (and Mini HD, Mini 2, Mini 3)– 7.9"
        3. Galaxy Tab Pro - 8.4
        4. Nexus 10
- Note: Device requirements can vary based on ePCR software being used and LEMSAs should contact their ePCR vendors to determine any additional requirements.***
2. Installation of ePCR software on each device distributed to an EMS provider which is compatible with the LEMSA's existing ePCR data collection system and is compliant with the most current version of CEMSIS and NEMSIS.

If an EMS provider is not using an ePCR software program which is compliant with the most current version of CEMSIS and NEMSIS 3, ImageTrend software is available through contract with ICEMA at a cost to per EMS provider of \$5,000 for the initial set-up and the first year service cost is estimated to be between \$2,500 and \$7,500 depending on EMS provider size and number of EMS responses to be entered into the system.

Purchase and set-up of the ImageTrend software will be coordinated between the LEMSA and ICEMA and not through the EMS Authority. Upon configuration/installation of the software, confirmation shall be submitted to the EMS Authority that the software is in place on each device and operational.

- i. ImageTrend software requirements:
    1. Windows 7, 8/8.1 or windows 10
    2. Apple iOS8 or greater
    3. Android OS 4.0 or greater
  - ii. Web Browsers
    1. Chrome - Recommended
    2. IE 11 or greater
    3. Microsoft edge
    4. FireFox
    5. Safari
3. Development and implementation of training plan for EMS providers which includes at a minimum: operation of device, how to successfully transmit data to the LEMSA, continued training support once devices are distributed to the local EMS providers, and other types of training that is identified as critical for the successful use of the devices.

**B. Deliverables**

1. Submit to the EMS Authority an inventory report within 30 days of purchase of devices which includes the following information: EMS provider receiving device, device manufacturer, device make\model, device serial number, and ePCR software installed on device.
2. Submit to the EMS Authority a written training plan within 30 days of purchase of devices. Training plan which shall include at a minimum the following information: date and types of training to be provided, number of local EMS providers that will receive training, plan for continued training and support once devices are distributed to the local EMS providers, and other types of training that is identified as critical for the successful use of the devices.
3. Submit to the EMS Authority a written plan that addresses the loss, recovery, replacement, or redistribution of purchased devices within 30 days of purchase of devices.
4. If LEMSA is currently transmitting ePCR data to CEMSIS the LEMSA will notify the EMS Authority by September 1, 2017 of successful ePCR data transmission between the EMS provider receiving devices under this grant and the LEMSA.
5. If LEMSA is not currently transmitting ePCR data to CEMSIS the LEMSA will notify the EMS Authority by June 1, 2017 of successful testing of ePCR data transmission between the EMS provider receiving devices under this grant and the LEMSA.

6. Submit to the EMS Authority quarterly status reports within 15 days of the end of each calendar quarter (January 15, April 15, July 15, October 15).
7. Submit a final end of grant summary report on all activities and deliverables outlined in the State's Scope of Work and submit to the EMS Authority by September 15, 2017 or sooner.

**C. *Acceptance Criteria***

1. It shall be the State's sole determination as to whether a deliverable has been successfully completed and acceptable to the State.
2. Acceptance criteria shall consist of the following:
  - a. Reports on written deliverables are completed as specified and approved.
  - b. All deliverables must be in a format that can be read by the EMS Authority.
  - c. If a deliverable is not accepted, the State shall provide the rationale in writing within five days of receipt of the deliverable or upon completion of acceptance testing period.

**D. *State Responsibilities***

1. The EMS Authority will have responsibility for project management and grant management.
2. The EMS Authority will provide access to business and technical documents as necessary for the LEMSAs to complete the tasks.

**Exhibit B**

**Payment Provisions**

SAMPLE

## Payment Provisions

### Invoicing and Payment

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, titled Budget Detail, which is attached hereto and made a part of this Agreement.

Invoices shall be submitted in accordance with this agreement and Exhibit E-Sample Invoice, which is attached hereto and made a part of this Agreement.

Invoices shall include the following;

1. Agreement Number
2. Invoice Number
3. Bill To Address
4. Remittance address
5. 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

Submit all invoices to:

Lisa Vigil, Contracts Analyst  
EMS Authority  
10901 Gold Center Drive  
Rancho Cordova, CA 95670-6073

If any of this information is not on the invoice, it may cause delays in payment processing.

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

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 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.



**Budget Contingency Clause**

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.

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.

**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.

SAMPLE

**Exhibit B-1**

**Budget Detail and Narrative**

SAMPLE

**Exhibit D**

**Special Terms and Conditions**

SAMPLE

## Special Terms and Conditions

### 1. 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.

### 2. 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.

### 3. 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.

### 4. 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 the EMS Authority 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 the EMS Authority 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.

**5. Inspection of Services**

Services performed by Contractor under this Agreement shall be subject to inspection by the EMS Authority at any and all times during the performance thereof.

If the EMS Authority 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, the EMS Authority may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereby.

**6. 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.

**7. 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.

## **8. 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.

## **9. Intellectual Property Rights**

All work products, intellectual property or otherwise, developed under this contract shall become the property of the EMS Authority. Products 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 to the contractor.

## **10. Equipment**



Devices purchased under this Agreement shall remain the property of the State of California and may not be transferred for use by another department of a local government or disposed of without written approval of the EMS Authority.

**Exhibit E**

**Sample Invoice**

SAMPLE

STATE OF CALIFORNIA  
 EMERGENCY MEDICAL SERVICES AUTHORITY  
 FAIT 501B (Rev. 2-2016)

	STATE OF CALIFORNIA EMERGENCY MEDICAL SERVICES AUTHORITY CONTRACTOR REIMBURSEMENT INVOICE	
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To: Emergency Medical Services Authority  
 Attention: Lisa Vigil  
 10901 Gold Center Drive, Suite #400  
 Rancho Cordova, CA 95670

DATE: \_\_\_\_\_  
 CONTRACT NUMBER: \_\_\_\_\_  
 INVOICE NUMBER: \_\_\_\_\_  
 INVOICE PERIOD: \_\_\_\_\_  
 INVOICE AMOUNT: \_\_\_\_\_

From: \_\_\_\_\_

Purpose of this invoice is to reimburse contractor for actual expenditures incurred while performing the activities agreed upon as contained in Contract Number #. Supporting documentation of requested reimbursement will be provided upon request.

Budget Categories	Grant Budget	Grant Expenditures			Remaining Balance
		Current	Prior	YTD	
Total					
Less Advance (if applicable)					
Total Reimbursement Request					

*I certify that I am the duly appointed and acting officer of the herein named agency and the costs being claimed herein are in all respects true, correct, and in accordance with the contract provisions; that funds were expended or obligated during the contract period; and the amount claimed above has not previously presented to or reimbursed by the Emergency Medical Services Authority.*

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**For EMSA Use Only**

*I certify that this reimbursement claim is in compliance with all terms/conditions, laws, and regulations governing its payment and hereby approved for payment.*

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

