

AGREEMENT

36108

THIS AGREEMENT is made and entered, in duplicate, as of October 5, 2021, for reference purposes only, pursuant to Resolution No. RES-21-0095, adopted by the City Council of the City of Long Beach at its meeting on August 10, 2021, by and between DIGITAL EMS SOLUTIONS, INC., a California corporation ("Consultant"), with a place of business at 34 Savona Walk, Long Beach, California 90803, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City requires specialized services to be performed in connection with an Electronic Patient Care Report (ePCR) System for the Long Beach Fire Department that would allow the City of Long Beach to comply with Los Angeles County Department of Health Services requirements that all emergency medical service providers submit patient care reports electronically; and

WHEREAS, City did by Resolution No. RES-21-0095 determine that the City's need for an ePCR system could only be met by Consultant and, by reason of the foregoing, no useful purpose would be served by advertising for bids for an ePCR system, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an annual amount not to exceed

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Two Hundred Twenty-Five Thousand Dollars (\$225,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

C. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

D. Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

1 E. Consultant represents that Consultant has obtained all  
2 necessary information on conditions and circumstances that may affect its  
3 performance and has conducted site visits, if necessary.

4 F. CAUTION: Consultant shall not begin work until this  
5 Agreement has been signed by both parties and until Consultant's evidence of  
6 insurance has been delivered to and approved by City.

7 2. TERM. The term of this Agreement shall commence at midnight on  
8 November 1, 2021, and shall terminate at 11:59 p.m. on October 31, 2024, unless sooner  
9 terminated as provided in this Agreement, or unless the services or the Project is  
10 completed sooner. The term may be extended for three (3) additional one-year periods, at  
11 the discretion of the City Manager.

12 3. COORDINATION AND ORGANIZATION.

13 A. Consultant shall coordinate its performance with City's  
14 representative, if any, named in Exhibit "C", attached to this Agreement and  
15 incorporated by this reference. Consultant shall advise and inform City's  
16 representative of the work in progress on the Project in sufficient detail so as to  
17 assist City's representative in making presentations and in holding meetings on the  
18 Project. City shall furnish to Consultant information or materials, if any, described  
19 in Exhibit "D", attached to this Agreement and incorporated by this reference, and  
20 shall perform any other tasks described in the Exhibit.

21 B. The parties acknowledge that a substantial inducement to City  
22 for entering this Agreement was and is the reputation and skill of Consultant's key  
23 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
24 reference. City shall have the right to approve any person proposed by Consultant  
25 to replace that key employee.

26 4. INDEPENDENT CONTRACTOR. In performing its services,  
27 Consultant is and shall act as an independent contractor and not an employee,  
28 representative or agent of City. Consultant shall have control of Consultant's work and the

1 manner in which it is performed. Consultant shall be free to contract for similar services to  
2 be performed for others during this Agreement; provided, however, that Consultant acts in  
3 accordance with Section 9 and Section 12 of this Agreement. Consultant acknowledges  
4 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
5 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
6 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of  
7 the usual and customary rights, benefits or privileges of City employees. Consultant  
8 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
9 shall represent themselves to be employees or agents of City.

10 5. INSURANCE.

11 A. As a condition precedent to the effectiveness of this  
12 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
13 duration of this Agreement, from insurance companies that are admitted to write  
14 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
15 Company or from authorized non-admitted insurance companies subject to Section  
16 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
17 by A.M. Best Company, the following insurance:

18 i. Commercial general liability insurance (equivalent in  
19 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
20 than One Million Dollars (\$1,000,000.00) per each occurrence and Two  
21 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall  
22 include but not be limited to broad form contractual liability, cross liability,  
23 independent contractors liability, and products and completed operations  
24 liability. City, its boards and commissions, and their officials, employees and  
25 agents shall be named as additional insureds by endorsement (on City's  
26 endorsement form or on an endorsement equivalent in scope to ISO form CG  
27 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04  
28 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain

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no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

iii. Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

iv. Cyber and privacy insurance (also known as cybersecurity, privacy, and media liability insurance) that does not exclude coverage for liability resulting from the Consultant's or its subcontractors', employees', or agents' failure to protect private or confidential information of City or others from unauthorized access on or through the internet, making known to any person or organization material that violates a person or organization's right to privacy or publicity right, and failure to prevent the transmission of a computer virus to its authorized users of its web site or any private communication networks, on or through the internet in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and One Million Dollars (US \$1,000,000) in general aggregate.

v. If use of a vehicle is part of the scope of services (i.e., delivery services), Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per accident.

B. Any self-insurance program, self-insured retention, or

1 deductible must be separately approved in writing by City's Risk Manager or  
2 designee and shall protect City, its officials, employees and agents in the same  
3 manner and to the same extent as they would have been protected had the policy  
4 or policies not contained retention or deductible provisions.

5 C. Each insurance policy shall be endorsed to state that coverage  
6 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
7 written notice to City, shall be primary and not contributing to any other insurance  
8 or self-insurance maintained by City, and shall be endorsed to state that coverage  
9 maintained by City shall be excess to and shall not contribute to insurance or self-  
10 insurance maintained by Consultant. Consultant shall notify City in writing within  
11 five (5) days after any insurance has been voided by the insurer or cancelled by the  
12 insured.

13 D. If this coverage is written on a "claims made" basis, it must  
14 provide for an extended reporting period of not less than one hundred eighty (180)  
15 days, commencing on the date this Agreement expires or is terminated, unless  
16 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,  
17 continuing coverage for a period of not less than three (3) years, commencing on  
18 the date this Agreement expires or is terminated.

19 E. Consultant shall require that all subconsultants or contractors  
20 that Consultant uses in the performance of these services maintain insurance in  
21 compliance with this Section unless otherwise agreed in writing by City's Risk  
22 Manager or designee.

23 F. Prior to the start of performance, Consultant shall deliver to City  
24 certificates of insurance and the endorsements for approval as to sufficiency and  
25 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the  
26 insurance, furnish to City certificates of insurance and endorsements evidencing  
27 renewal of the insurance. City reserves the right to require complete certified copies  
28 of all policies of Consultant and Consultant's subconsultants and contractors, at any

1 time. Consultant shall make available to City's Risk Manager or designee all books,  
2 records and other information relating to this insurance, during normal business  
3 hours.

4 G. Any modification or waiver of these insurance requirements  
5 shall only be made with the approval of City's Risk Manager or designee. Not more  
6 frequently than once a year, City's Risk Manager or designee may require that  
7 Consultant, Consultant's subconsultants and contractors change the amount, scope  
8 or types of coverages required in this Section if, in his or her sole opinion, the  
9 amount, scope or types of coverages are not adequate.

10 H. The procuring or existence of insurance shall not be construed  
11 or deemed as a limitation on liability relating to Consultant's performance or as full  
12 performance of or compliance with the indemnification provisions of this Agreement.

13 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
14 contemplates the personal services of Consultant and Consultant's employees, and the  
15 parties acknowledge that a substantial inducement to City for entering this Agreement was  
16 and is the professional reputation and competence of Consultant and Consultant's  
17 employees. Consultant shall not assign its rights or delegate its duties under this  
18 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
19 of City, except that Consultant may with the prior approval of the City Manager of City,  
20 assign any moneys due or to become due Consultant under this Agreement. Any  
21 attempted assignment or delegation shall be void, and any assignee or delegate shall  
22 acquire no right or interest by reason of an attempted assignment or delegation.  
23 Furthermore, Consultant shall not subcontract any portion of its performance without the  
24 prior approval of the City Manager or designee, or substitute an approved subconsultant  
25 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
26 prevent Consultant from employing as many employees as Consultant deems necessary  
27 for performance of this Agreement.

28 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,

1 certifies that, at the time Consultant executes this Agreement and for its duration,  
2 Consultant does not and will not perform services for any other client which would create  
3 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
4 of that other client. Consultant further certifies that Consultant does not now have and shall  
5 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
6 other source of income, interest in real property or investment which would be affected in  
7 any manner or degree by the performance of Consultant's services hereunder. And,  
8 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
9 and contractors.

10 8. MATERIALS. Consultant shall furnish all labor and supervision,  
11 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
12 necessary to or used in the performance of Consultant's obligations under this Agreement,  
13 except as stated in Exhibit "D".

14 9. OWNERSHIP OF DATA. All materials, information and data  
15 prepared, developed or assembled by Consultant or furnished to Consultant in connection  
16 with this Agreement, including but not limited to documents, estimates, calculations,  
17 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
18 models, reports, summaries, drawings, designs, notes, plans, information, material and  
19 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
20 in a format identified by City, and City shall have the unrestricted right to use and disclose  
21 the Data in any manner and for any purpose without payment of further compensation to  
22 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that  
23 Data shall not be made available to any person or entity for use without the prior approval  
24 of City. This warranty shall survive termination of this Agreement for five (5) years.

25 10. HIPPA. Consultant and its subcontractors and agents will perform  
26 Services in compliance with all applicable laws and regulations, including without limitation  
27 U.S. Privacy laws including HIPAA and the privacy and security rule. In relation to City  
28 and Consultants HIPPA obligations, Consultant and City will execute the Business



1 Associate Agreement attached hereto as Exhibit "F", and incorporated by this reference.

2 11. TERMINATION. Either party shall have the right to terminate this  
3 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
4 prior written notice to the other party. In the event of termination under this Section, City  
5 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
6 effective date of termination for which Consultant has not been previously paid. The  
7 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
8 date of termination, Consultant shall deliver to City all Data developed or accumulated in  
9 the performance of this Agreement, whether in draft or final form, or in process. And,  
10 Consultant acknowledges and agrees that City's obligation to make final payment is  
11 conditioned on Consultant's delivery of the Data to City.

12 12. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
13 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
14 performing its services, during the term of this Agreement and for five (5) years following  
15 expiration or termination of this Agreement. In addition, Consultant shall keep confidential  
16 all information, whether written, oral or visual, obtained by any means whatsoever in the  
17 course of performing its services for the same period of time. Consultant shall not disclose  
18 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit  
19 of others except for the purpose of this Agreement.

20 13. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
21 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
22 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
23 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
24 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
25 disclosed pursuant to subpoena or court order.

26 14. ADDITIONAL COSTS AND REDESIGN.

27 A. Any costs incurred by City due to Consultant's failure to meet  
28 the standards required by the scope of work or Consultant's failure to perform fully

1 the tasks described in the scope of work which, in either case, causes City to request  
2 that Consultant perform again all or part of the Scope of Work shall be at the sole  
3 cost of Consultant and City shall not pay any additional compensation to Consultant  
4 for its re-performance.

5 B. If the Project involves construction and the scope of work  
6 requires Consultant to prepare plans and specifications with an estimate of the cost  
7 of construction, then Consultant may be required to modify the plans and  
8 specifications, any construction documents relating to the plans and specifications,  
9 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
10 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
11 This modification shall be submitted in a timely fashion to allow City to receive new  
12 bids within four (4) months after the date on which the original plans and  
13 specifications were submitted by Consultant.

14 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
15 amended, nor any provision or breach waived, except in writing signed by the parties which  
16 expressly refers to this Agreement.

17 16. LAW. This Agreement shall be construed in accordance with the laws  
18 of the State of California, and the venue for any legal actions brought by any party with  
19 respect to this Agreement shall be the County of Los Angeles, State of California for state  
20 actions and the Central District of California for any federal actions. Consultant shall cause  
21 all work performed in connection with construction of the Project to be performed in  
22 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
23 county or municipal governments or agencies (including, without limitation, all applicable  
24 federal and state labor standards, including the prevailing wage provisions of sections 1770  
25 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
26 marshal, health officer, building inspector, or other officer of every governmental agency  
27 now having or hereafter acquiring jurisdiction.

28 17. PREVAILING WAGES.

1                   A.     Consultant agrees that all public work (as defined in California  
2 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
3 Work"), if any, shall comply with the requirements of California Labor Code sections  
4 1770 *et seq.* City makes no representation or statement that the Project, or any  
5 portion thereof, is or is not a "public work" as defined in California Labor Code  
6 section 1720.

7                   B.     In all bid specifications, contracts and subcontracts for any  
8 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
9 wages and the general prevailing rate for holiday and overtime work in this locality  
10 for each craft, classification or type of worker needed to perform the Public Work,  
11 and shall include such rates in the bid specifications, contract or subcontract. Such  
12 bid specifications, contract or subcontract must contain the following provision: "It  
13 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
14 wages to all workers employed by the contractor in the execution of this contract.  
15 The contractor expressly agrees to comply with the penalty provisions of California  
16 Labor Code section 1775 and the payroll record keeping requirements of California  
17 Labor Code section 1771."

18                   18.    ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
19 constitutes the entire understanding between the parties and supersedes all other  
20 agreements, oral or written, with respect to the subject matter in this Agreement.

21                   19.    INDEMNITY.

22                   A.     Consultant shall indemnify, protect and hold harmless City, its  
23 Boards, Commissions, and their officials, employees and agents ("Indemnified  
24 Parties"), from and against any and all liability, claims, demands, damage, loss,  
25 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
26 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
27 in connection with (1) Consultant's breach or failure to comply with any of its  
28 obligations contained in this Agreement, including any obligations arising from the

1 Project's compliance with or failure to comply with applicable laws, including all  
2 applicable federal and state labor requirements including, without limitation, the  
3 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
4 acts, errors, omissions or misrepresentations committed by Consultant, its officers,  
5 employees, agents, subcontractors, or anyone under Consultant's control, in the  
6 performance of work or services under this Agreement (collectively "Claims" or  
7 individually "Claim").

8 B. In addition to Consultant's duty to indemnify, Consultant shall  
9 have a separate and wholly independent duty to defend Indemnified Parties at  
10 Consultant's expense by legal counsel approved by City, from and against all  
11 Claims, and shall continue this defense until the Claims are resolved, whether by  
12 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
13 breach, or the like on the part of Consultant shall be required for the duty to defend  
14 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
15 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
16 in the defense.

17 C. If a court of competent jurisdiction determines that a Claim was  
18 caused by the sole negligence or willful misconduct of Indemnified Parties,  
19 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
20 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
21 percentage of willful misconduct attributed by the court to the Indemnified Parties.

22 D. The provisions of this Section shall survive the expiration or  
23 termination of this Agreement.

24 20. AMBIGUITY. In the event of any conflict or ambiguity between this  
25 Agreement and any Exhibit, the provisions of this Agreement shall govern.

26 21. FORCE MAJEURE. If any party fails to perform its obligations  
27 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
28 labor or materials or reasonable substitutes for labor materials, governmental restrictions,

1 governmental regulations, governmental controls, judicial orders, enemy or hostile  
2 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
3 beyond the reasonable control of the party obligated to perform, then that party's  
4 performance will be excused for a period equal to the period of such cause for failure to  
5 perform.

6 22. NONDISCRIMINATION.

7 A. In connection with performance of this Agreement and subject  
8 to applicable rules and regulations, Consultant shall not discriminate against any  
9 employee or applicant for employment because of race, religion, national origin,  
10 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
11 disability. Consultant shall ensure that applicants are employed, and that  
12 employees are treated during their employment, without regard to these bases.  
13 These actions shall include, but not be limited to, the following: employment,  
14 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
15 termination; rates of pay or other forms of compensation; and selection for training,  
16 including apprenticeship.

17 B. It is the policy of City to encourage the participation of  
18 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
19 procurement process, and Consultant agrees to use its best efforts to carry out this  
20 policy in its use of subconsultants and contractors to the fullest extent consistent  
21 with the efficient performance of this Agreement. Consultant may rely on written  
22 representations by subconsultants and contractors regarding their status.  
23 Consultant shall report to City in May and in December or, in the case of short-term  
24 agreements, prior to invoicing for final payment, the names of all subconsultants  
25 and contractors hired by Consultant for this Project and information on whether or  
26 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
27 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

28 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

1 accordance with the provisions of the Ordinance, this Agreement is subject to the  
2 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
3 Long Beach Municipal Code, as amended from time to time.

4 A. During the performance of this Agreement, the Consultant  
5 certifies and represents that the Consultant will comply with the EBO. The  
6 Consultant agrees to post the following statement in conspicuous places at its place  
7 of business available to employees and applicants for employment:

8 "During the performance of a contract with the City of Long Beach, the  
9 Consultant will provide equal benefits to employees with spouses and its  
10 employees with domestic partners. Additional information about the City of  
11 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
12 Long Beach Business Services Division at 562-570-6200."

13 B. The failure of the Consultant to comply with the EBO will be  
14 deemed to be a material breach of the Agreement by the City.

15 C. If the Consultant fails to comply with the EBO, the City may  
16 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
17 to become due under the Agreement may be retained by the City. The City may  
18 also pursue any and all other remedies at law or in equity for any breach.

19 D. Failure to comply with the EBO may be used as evidence  
20 against the Consultant in actions taken pursuant to the provisions of Long Beach  
21 Municipal Code 2.93 et seq., Contractor Responsibility.

22 E. If the City determines that the Consultant has set up or used its  
23 contracting entity for the purpose of evading the intent of the EBO, the City may  
24 terminate the Agreement on behalf of the City. Violation of this provision may be  
25 used as evidence against the Consultant in actions taken pursuant to the provisions  
26 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

27 24. NOTICES. Any notice or approval required by this Agreement shall  
28 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,

1 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
2 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
3 to the City Engineer at the same address. Notice of change of address shall be given in  
4 the same manner as stated for other notices. Notice shall be deemed given on the date  
5 deposited in the mail or on the date personal delivery is made, whichever occurs first.

6 25. COPYRIGHTS AND PATENT RIGHTS.

7 A. Consultant shall place the following copyright protection on all  
8 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

9 B. City reserves the exclusive right to seek and obtain a patent or  
10 copyright registration on any Data or other result arising from Consultant's  
11 performance of this Agreement. By executing this Agreement, Consultant assigns  
12 any ownership interest Consultant may have in the Data to City.

13 C. Consultant warrants that the Data does not violate or infringe  
14 any patent, copyright, trade secret or other proprietary right of any other party.  
15 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
16 and employees harmless from any and all claims, demands, damages, loss, liability,  
17 causes of action, costs or expenses (including reasonable attorney's fees) whether  
18 or not reduced to judgment, arising from any breach or alleged breach of this  
19 warranty.

20 26. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

21 that Consultant has not employed or retained any entity or person to solicit or obtain this  
22 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
23 commission or other monies based on or from the award of this Agreement. If Consultant  
24 breaches this warranty, City shall have the right to terminate this Agreement immediately  
25 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
26 due under this Agreement or otherwise recover the full amount of the fee, commission or  
27 other monies.

28 27. WAIVER. The acceptance of any services or the payment of any

1 money by City shall not operate as a waiver of any provision of this Agreement or of any  
2 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
3 Agreement shall not constitute a waiver of any other or subsequent breach of this  
4 Agreement.

5 28. CONTINUATION. Termination or expiration of this Agreement shall  
6 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
7 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
8 "Audit" prior to termination or expiration of this Agreement.

9 29. TAX REPORTING. As required by federal and state law, City is  
10 obligated to and will report the payment of compensation to Consultant on Form 1099-  
11 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
12 resulting from payments under this Agreement. Consultant shall submit Consultant's  
13 Employer Identification Number (EIN), or Consultant's Social Security Number if  
14 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
15 Financial Management. Consultant acknowledges and agrees that City has no obligation  
16 to pay Consultant until Consultant provides one of these numbers.

17 30. ADVERTISING. Consultant shall not use the name of City, its officials  
18 or employees in any advertising or solicitation for business or as a reference, without the  
19 prior approval of the City Manager or designee.

20 31. AUDIT. City shall have the right at all reasonable times during the  
21 term of this Agreement and for a period of five (5) years after termination or expiration of  
22 this Agreement to examine, audit, inspect, review, extract information from and copy all  
23 books, records, accounts and other documents of Consultant relating to this Agreement.

24 32. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
25 designed to or entered for the purpose of creating any benefit or right for any person or  
26 entity of any kind that is not a party to this Agreement.

27 ///

28 ///



OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

DIGITAL EMS SOLUTIONS, INC., a California corporation

\_\_\_\_\_, 2021

By *Ricky Olivarez*  
Name Ricky Olivarez  
Title CEO

\_\_\_\_\_, 2021

By *Van Mark Madrigal*  
Name Van Mark Madrigal  
Title CFO

"Consultant"

CITY OF LONG BEACH, a municipal corporation

*November 10*, 2021

By *Linda J. Tatum*  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
"City" THE CITY CHARTER.

This Agreement is approved as to form on *November 9*, 2021.

CHARLES PARKIN, City Attorney

By *[Signature]*  
Deputy

# EXHIBIT “A”

## Scope of Work

## Statement of Work

Prepared for:



**RFP: TI 17-028**

Electronic Patient Care Reporting System (ePCRS)  
for the City's Fire Department

Prepared By:



DigitalEMS Solutions Inc.  
34 Savona Walk  
Long Beach, CA 90803  
Main: (866) 620-5521  
Fax: (909) 992-3096

RFP TI 17-028

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Final #01

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## Executive Summary

This Statement of Work has been kept in its original format as much as possible with updated information added as needed. This approach was chosen as in the last three years there has been significant transition by personnel and providing an understanding as to current system design is vital to eliminate any future duplication of efforts already addressed. As we move forward, exploring possible improvements to the system or revisiting past issues are always welcomed in the joint effort to provide the best and most efficient services to the community.

On April 30, 2004, President Bush signed Executive Order 13335, establishing incentives for the Use of Health Information Technology and the position of the National Health Information Technology Coordinator. The purpose was to provide for the development and nationwide implementation of an interoperable health information technology infrastructure, which means converting medical records to an electronic format. In February of 2009, Congress passed the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, which included a formula of both incentives and penalties to help promote the adoption of electronic medical records.

With the challenge of EMS providers transitioning to an electronic patient care report (ePCR) system and the development of the iPad, DigitalEMS Solutions Inc. (DigitalEMS), was started in 2010 to provide a customized ePCR system for providers that operate under the authority of the Los Angeles County Department of Health Services, EMS Agency (LA-EMS). That system, designed and developed by DigitalEMS, is *Medic Clipboard*. DigitalEMS only offers ePCR services in Los Angeles County, and of the 30 EMS providers in Los Angeles County, DigitalEMS currently provides services to 26 of them.

On June 4, 2018, the City of Long Beach (City) and the Long Beach Fire Department (LBFD) implemented the *Medic Clipboard ePCR system* to replace the manual paper process with a wireless/cellular application system, enabling LBFD first responders to share in-progress patient information securely within the City and with local area receiving facilities while allowing for continuity of patient care. This Statement of Work defines the effort required for the continued delivery of services for the *Medic Clipboard* system, including functionality, interfaces to existing City applications, receiving site report delivery, back office reporting, training, and coordinated program management.

*Medic Clipboard* meets the data guidelines and standards set by LA-EMS, as well as meets the requirements for storage in accordance with the U.S. Department of Health and Human Service's Health Insurance Portability and Accountability Act (HIPAA).

The *Medic Clipboard* system consists of an intuitive "user frontend" software application that can be used on the easy-to-learn operating system of the Apple iPad, and a "backend" system accessible from any web browser via a secured Internet connection. It is Internet independent, enabling first responders to document patient care regardless of where the incident is located, and provides a reliable patient care reporting system where failure is not an option.

Prior to the implementation of the *Medic Clipboard*, LBFD's patient care reporting processes included unique characteristics such as in-house billing and a remote hand-off feature that required any commercial-off-the-shelf (COTS) software system to configure/customize software features to enhance the City's ability to provide EMS services to the community. To evaluate current *Medic Clipboard* features and participate in the development of enhancements specific to the City, representatives will continue to work with DigitalEMS to oversee any requested improvements of the software system. Participating organizations on the LBFD managed project implementation team include LBFD Operations/Emergency Medical Services (EMS)/Project Management, and City Technology and Innovation (TI)/Financial Management-Billing/Disaster Preparation and Emergency Communications (CAD).

Within each of these respective groups, *Medic Clipboard's* functionality will be evaluated to manage all aspects of user intuitiveness, operating system architecture, current and future design, and enhancement development.

## Definitions and Applicable Documents

### Defintions

<b>API</b>	Application Program Interface. In general terms, it is a set of clearly defined methods of communication between various software components. An example of this would be the iPad ePCR application communicating with the ePCR server.
<b>CAD</b>	Computer Aided Dispatch, part of the Emergency Communications Operations Center (ECOC)
<b>COTS</b>	Commercial Off-The-Shelf
<b>City</b>	The City of Long Beach and any department or agency identified herein
<b>Contractor</b>	Organization submitting a proposal in response to this RFP (e.g. DigitalEMS)
<b>Department / Division</b>	City of Long Beach, Fire Department
<b>EKG</b>	Electrocardiogram
<b>EMS</b>	Emergency Medical Services
<b>EMR</b>	Emergency Medical Report
<b>ePCR</b>	Electronic Patient Care Report
<b>HIPAA</b>	Health Insurance Portability and Accountability Act of 1996
<b>HITECH Act</b>	Health Information Technology for Economic and Clinical Health Act of 2009
<b>Incident Number</b>	Automatically assigned number on the PCR associated with the incident itself. One incident number per incident irrespective of the number of apparatus or patients involved in the dispatched call, or whether additional apparatus are added at any time to address the original
<b>iOS</b>	Apple operating system
<b>LB Team or Team</b>	LBFD-led project implementation team including representatives from LBFD, Financial Management/Billing (Billing), and Technology and Innovation (TI).
<b>LEMSA</b>	Local EMS Agency
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>MCI</b>	Multi Casualty Incident – Incident involving numerous patients
<b>MDM</b>	Mobile Device Management
<b>PCR</b>	Patient Care Report. Patient report describing patient condition, emergency procedures performed and by whom, medications provided, transfer status, etc., during Fire Department emergency runs initiated by City dispatchers.
<b>NEMESIS</b>	National Emergency Medical Services Information Systems
<b>PHI</b>	Patient Health Information
<b>RFP</b>	Request for Proposals
<b>RMS</b>	Records Management System
<b>Shall / Must</b>	Indicates a mandatory requirement
<b>Should</b>	Indicates something that is recommended but not mandatory
<b>SMB</b>	Shared Message Block. A protocol that Windows uses to share files, printers, serial ports, and communicate this information between computers.
<b>SME</b>	Subject Matter Expert
<b>SQL</b>	Standardized Query Language
<b>Sequence Number</b>	Automatically assigned number on PCR associated with the patient involved in the incident. One sequence number per patient per incident.
<b>TEMIS</b>	Trauma and Emergency Medicine Information System
<b>TI</b>	Technology and Innovation Department (City)

## Applicable Documents

For the purpose of this Statement of Work (SOW), the following applicable reference documents will be used:

### City Provided Documents

Title	Document Filename	Release Date
RFP Document	RFP TI 17-029 EPCRS.pdf	November 21, 2016
Appendix 1-8	RFP TI 17-028 Appendices.pdf	November 21, 2016
Addendum #1 – Q & A	RFP TI 17-028 Addendum	December 9, 2016
Addendum #1 – Follow Up	LBFD RFP Follow-Up - DigitalEMS.xlsx	March 8, 2017

### DigitalEMS Provided Documents

Title	Document Filename	Release Date
DigitalEMS – Technical Response	DigitalEMS-Technical Response.pdf	December 15, 2016
DigitalEMS – Cost Proposal	DigitalEMS-Cost Proposal.pdf	December 15, 2016
Certificate of Compliance with RFP	DigitalEMS-Attachment-A.pdf	December 15, 2016
Pro-Forma Agreement	DigitalEMS-Attachment-B.pdf	December 15, 2016
Statement of Non-Collusion	DigitalEMS-Attachment-C.pdf	December 15, 2016
Debarment, Suspension, Ineligibility Certification	DigitalEMS-Attachment-D.pdf	December 15, 2016
W-9	DigitalEMS-Attachment-E.pdf	December 15, 2016
Secretary of State Registration Printout	DigitalEMS-Attachment-F.pdf	December 15, 2016
Equal Benefits Ordinance Form (EBO)	DigitalEMS-Attachment-G.pdf	December 15, 2016
Small Business Enterprise Program (Exempt)	DigitalEMS-Attachment-H.pdf	December 15, 2016
ePCR RFP - Follow-up Questions	DigitalEMS-FollowUpAnswers.pdf	March 15, 2017

## Vendor/City Roles, Resources, and Responsibilities

For a continued successful ePCR system, it is imperative that DigitalEMS and the City agree to their roles, resources allocated, and responsibilities that shall be adhered to throughout the project. The City has chosen to manage and implement this project through an LBFD-led project team (LB Team or Team) including representatives from LBFD, Financial Management/Billing (Billing), and Technology and Innovation (TI).



## DigitalEMS Responsibilities

### 1. DigitalEMS: Project Management

- a. DigitalEMS will work with the LB Team staff designated by the City and LBFD on a weekly or as needed basis to ensure all resources are aware of any issues or needed improvements affecting the *Medic Clipboard* system.
- b. Please refer to the section in this Statement of Work titled "Approach" for a detailed approach to project management.

### 2. DigitalEMS: Enhancements

- a. Definition: An enhancement is a programmatic deliverable, to satisfy the requirements within the RFP, that is not currently part of the existing product characteristic or functionality.
- b. DigitalEMS shall guarantee all work to be free from defect and "bugs" for the versions supported if discovered within three (3) months of the LB Team's final acceptance of the product, if all work remained unaltered by the City or 3rd parties. We agree to perform any necessary code changes to repair any "bugs" or code defects at no cost to the City. This work guarantee does not apply to upgrades to support newer platforms, hardware, or software.
- c. Identified Requirements:
  - i. Tiered Dispatch Data Capture: To include the ability, if data is available through CAD, to capture and export the initial Dispatch Level and if Upgrade(s)/Downgrade(s) were performed for the incident.
    1. DigitalEMS shall program this feature. DigitalEMS would like to have discussions with a CAD (dispatch) representative to see if this data can be captured automatically. This data would then be passed along in the billing export file for the incident.
  - ii. Remote Hand-off: To include the ability to remotely transfer ("hand-off") a partial ePCR to a unit that is out of the normal operating range of AirDrop/Bluetooth.
    1. DigitalEMS shall program this feature. In conjunction with input from Team LBFD personnel, DigitalEMS will work to develop an additional system enhancement where the originating user would be able to remotely transmit a report, enabling the recipient to remotely receive the report.
  - iii. ePCR Form: Ability to Add Forms — The ability to add any needed forms to fill gaps in the data capture where identified (e.g. itemized billing form).
    1. DigitalEMS would like to have discussions with a LB Team Billing resource to ensure we understand the full scope of the requirement, when/how it should be used by LBFD personnel, and if/when a new form is needed.

**Update: Tiered Dispatch Data Capture, Remote Hand-off and ePCR Form were developed and went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract. As we move forward, the City may replace/upgrade certain**

platforms. As an example, if the CAD system was upgraded, DigitalEMS would request to be consulted in system design with respect to the new system's interaction with the *Medic Clipboard*. As future integration requirements are unknown, any fees for additional programming by DigitalEMS would have to be addressed at that time.


- iv. ePCR Form: Autofill forms with High Utilizer patient information from previous incidents.
  - 1. DigitalEMS would request that this issue be addressed first with Lbfd personnel and the City Attorney to ensure the Lbfd and City Attorney agree knowing all possible issues associated with any HIPAA concerns.

**Update: After careful evaluation with the City, the requirement for "High Utilizer" was removed. There are two aspects to this feature. One is the flow of data from the iPad device to the existing configuration of the system. If there is a desire for additional information or enhancements that don't require major modification, DigitalEMS should be able to provide them at little to no fee. The second component is the flow of data back to the iPad device. This presents major challenges with regard to Internet connectivity and potential HIPAA violations. Digital EMS Solutions is agreeable to revisit "High Utilizer" with the LB team.**

- v. CAD: TriTech Total Command CAD Integration
  - 1. DigitalEMS shall fully capture all necessary fields for ePCR documentation, and also capture any additional fields to alleviate the billing process.
  - 2. Discussions with DigitalEMS, TI, and CAD will need to be started to address the method and format of data import/export.
- vi. CAD: Generate an Incident Zip Code — LB Team would like DigitalEMS to auto-generate an incident ZIP Code from the CAD data that is sent for ePCR billing/RMS purposes.
  - 1. DigitalEMS shall program this feature. DigitalEMS will auto-generate an associated incident Zip Code from the CAD data received. This Zip Code shall be used for populating data onto the ePCR.
  - 2. Should the City decide to have this Zip Code data placed back into the RMS data warehouse, DigitalEMS will need write access either directly to the CAD warehouse or to a local directory on the City servers. Discussions would need to be started by DigitalEMS, TI, and CAD to discuss the feasibility and to ensure that all security issues are addressed.

**Update: TriTech Total Command CAD Integration and Generate an Incident Zip Code were developed and went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract.**

- vii. RMS: Ability to export data from Medic Clipboard into the RMS database. Lbfd personnel must now enter data into the Inform Fire RMS(RMS) application at the Fire Station after the incident call is complete. It would like to remove this step from



the process, exporting required data (such as ZIP code) from the Medic Clipboard completed ePCR form into RMS.

1. DigitalEMS shall investigate the feasibility of being able to send data, such as a ZIP Code, for an incident back to the RMS system.
  - a. Before DigitalEMS can begin researching the feasibility of the implementation, the LB Team will need to investigate if its RMS system can process and append 3<sup>rd</sup> party data to an incident record.
  - b. If the RMS system can append 3<sup>rd</sup> party data, the LB Team shall give specifications to DigitalEMS so that further discussions can be had with regards to targeted data and export/import processes.

**Update: After careful evaluation with the City, the requirement for “RMS” was removed.**

- viii. Billing: ZOLL RescueNet Export - The ability to export all ePCR billable elements into the ZOLL RescueNet software.
  1. DigitalEMS shall program this feature, which includes both the ability of an ePCR to be exported as a single merged PDF and the export of digital PHI as a trip export file to be received and parsed by ZOLL RescueNet.
  2. DigitalEMS would like to request a meeting with ZOLL RescueNet and LB Team Billing and TI representatives to discuss requirements in detail.
- ix. Billing: PDF Naming Convention - System shall have the ability to customize naming conventions for ePCR PDFs using the incident number.
  1. DigitalEMS shall program this feature after a discussion and an agreement is reached with LB Team Billing personnel as to the desired naming convention.

**Update: All Billing components were developed and went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract.**

- x. Sworn/Non-Sworn Comments: The system should have the ability to differentiate between Lbfd sworn/non-sworn personnel when documenting their narrative in the Comments sections of the ePCR.
  1. Medic Clipboard currently prevents non-sworn access to fields containing data entered by sworn personnel. Because the application treats page 1 and page 2 Comments sections as one field, and an incident downgrade from ALS to BLS implies that the page 1 Comments field contains narrative entered by sworn personnel, BLS non-sworn narrative is limited to one line in the “Reassessment After Therapies...” field on page 1. Lbfd would like the ability to increase the space available for non-sworn personnel to enter narrative text.
  2. DigitalEMS shall investigate the feasibility of increasing the Comments fields for both sworn and non-sworn personnel.

**Update: The Sworn/Non-Sworn Comments was developed and went into operation on June 4, 2018. DigitalEMS will continue maintain this feature through the term of the contract.**

### **3. DigitalEMS: Training**

a. Training shall be provided by DigitalEMS and consist of two formats:


- i. *Lbfd Frontend Users*: For all 56-hour personnel, training will focus on the frontend of the application that is loaded onto the iPad. A brief overview of the backend application is provided so that users of the system have a better understanding of its operational functionality. The training format will be a classroom presentation utilizing overhead projection with participants operating a department iPad as they follow along and create, validate, and upload a report to the system. In addition to any video based training, a complete user manual including all topics covered in this training shall be provided in PDF format and titled "Medic Clipboard System Training".
- ii. *City and Lbfd System Administrators*: All Administrative personnel as determined by the City of Long Beach. A classroom presentation utilizing overhead projection covering a general overview of the frontend of the application is provided for a better understanding of its operational functionality. This is followed by an in-depth, hands-on training session covering all backend system components that are designed to provide administrative management of the department's EMS responsibilities. These include such items as system access, managing user information, device management, incident queries (including QI/QA components), and functionality regarding the exporting of data. In addition to any classroom based training, a complete user manual including all topics covered in this training shall be provided in PDF format and titled "Medic Clipboard System – Backend Training".

**Update: Training for Lbfd Frontend Users was completed prior to the "Go Live" date of June 4, 2018 and has been conducted by staff personnel since that time. As the training includes adhering to department policies and procedures, it is best handled by department staff. DigitalEMS can assist the training staff with any needed information for the application.**

**Update: Training for City and Lbfd System Administrators was completed prior to the "Go Live" date of June 4, 2018. Since that time there has been significant administrative personnel turnover and DigitalEMS can provide additional training on an as needed basis in a format that is jointly agreed to by the City and DigitalEMS. Please see Schedule P for additional administrative training fees.**

### **4. DigitalEMS: Documentation**

- a. *Project Meeting Agenda/Meeting Notes*: Should a meeting be requested, the requesting agency shall provide an agenda and also capture the meeting minutes.
- b. *Enhancement Design, Test Plan, and Implementation Plan*: The design, test plan, and implementation plan of any required enhancements will be coordinated with the LB Team.

- 
- i. Any enhancement in relation to the interface will be documented so that TI, Billing, and Lbfd personnel understand how the enhancement is designed to function.
  - c. Application Configuration/System Administration Documentation: DigitalEMS shall provide access to the DigitalEMS “help” website which documents all aspects of the application, including enhanced functionality, in relation to the use, the configuration, and system administration.

## 5. DigitalEMS: Invoice Generation

- a. The proposed contract will be for a three-year period with a City extension option for three additional one-year periods. Please see Fee/Payment Schedule for projected cost breakdown based on information provided by the LB Team. DigitalEMS will invoice on the anniversary date of when the system went live. That date was predicated on the conditions that the system had passed final acceptance testing and the City’s Lbfd, Billing and TI employees had been trained. With those requirements completed, the “Go Live” date was established on **June 4, 2018** when the first ePCR was uploaded to the system.

Following the identification of the LB Team’s Go Live date as described above, DigitalEMS will invoice Lbfd in subsequent years on the Go Live anniversary date. Payment is due upon receipt of invoice and payment shall be made no later than 45 calendar days from the Go Live anniversary date. Non-payment will result in DigitalEMS providing both an email and paper copy notification of breach of contract and, if the City fails to cure its breach, DigitalEMS may terminate access to the system 10 business days from email notification.

For Year One, the estimate for PPU and faxing is based on information provided by the LB Team. At the conclusion of Year One, the difference between the estimate and the actual PPU and faxing totals will be calculated and the difference resolved at the Year One rate of \$3.00 per PPU and \$0.0875 per fax. The difference shall be credited or added to the invoice for Year Two.

Pricing for Year Two will be based on the actual PPUs that are uploaded to the server during Year One plus any anticipated response increases agreed to by Lbfd and DigitalEMS. At the conclusion of Year Two, the difference between the estimate and the actual PPU and faxing will be calculated and the difference resolved at the Year-Two rate of \$3.25 per PPU and \$0.0875 per fax. The difference shall be credited or paid to the respective party within 45 calendar days. Should the City authorize the option for Year Three, the difference shall be credited or added to the invoice for Year Three.

Pricing for Year Three will be based on the actual PPUs that are uploaded to the server during Year Two plus any anticipated response increases agreed to by Lbfd and DigitalEMS. At the conclusion of Year Three, the difference between the estimate and the actual PPU and faxing will be calculated and the difference resolved at the Year-Three rate of \$3.50 per PPU and \$0.0875 per fax. The difference shall be credited or paid to the respective party within 45

calendar days. Should the City authorize the option for Year Four, the difference shall be credited or added to the invoice for the next option year. When Year Three is nearing ninety (90) days from the term conclusion, DigitalEMS will issue a renewal fee schedule to LBFD for future service consideration.

### DigitalEMS Resources and Roles

Name	Role(s)
Ricky Olivarez	<ul style="list-style-type: none"> <li>• Implementation Co-Project Mgr.</li> <li>• Project Enhancement Design</li> <li>• User Interface (UI)/User Experience Design</li> <li>• Final acceptance test management</li> </ul>
Van Mark Madrigal	<ul style="list-style-type: none"> <li>• Implementation Co-Project Mgr.</li> <li>• Contracts Management</li> <li>• Project Enhancement Design</li> <li>• User Interface (UI)/User Experience Design</li> <li>• Final acceptance test overview</li> </ul>
Jeffery Peterson	<ul style="list-style-type: none"> <li>• Director of product infrastructure</li> <li>• HIPAA/HITECH compliancy review</li> </ul>
Jeff Gregory	<ul style="list-style-type: none"> <li>• Systems Analyst</li> </ul>
Mallory Olivarez	<ul style="list-style-type: none"> <li>• Administrative assistant</li> </ul>

### LB Team Responsibilities

#### 1. LB Team: Project Management

- a. LB Team Project Manager and staff designated by the City shall provide DigitalEMS access to their ePCR project content management solution (SharePoint) to allow smooth communication between all parties.

#### 2. LB Team: Documentation

- a. LB Team shall provide DigitalEMS access to any reference documentation to assist with the existing system and process comprehension related to a requested enhancement.
  - i. Team shall also provide access to appropriate personnel who understand the above-mentioned documentation (where applicable).

#### 3. LB Team: Enhancements

- a. LB Team personnel shall agree to participate and arrange any meetings required to allow DigitalEMS to understand, plan for, or test any required enhancement. Meetings can be held at a City site, or via teleconference or videoconference.
- b. Team shall, at the request of DigitalEMS, arrange meetings with 3<sup>rd</sup> party vendors if one is needed to understand the requirements of an enhancement.

- c. At the request of DigitalEMS, LB Team personnel shall participate in all necessary testing phases before final approval and acceptance of an enhancement is scheduled. Team personnel are an integral part of the final UAT (User Acceptance Testing) phase of the project. Team personnel will be expected to spend time testing the product and providing feedback in a timely manner to keep the project progressing through this phase.
- d. At the request of DigitalEMS, Team personnel will have a meeting to approve and accept any enhancements with all necessary personnel.
- e. LB Team will be responsible for obtaining the necessary Non-Disclosure-Agreements (“NDA”) for any third-party vendor that the City or LBFD wishes to have the system integrate with if needed.

#### 4. LB Team: Hardware/Software

- a. Procurement of Software: LB Team shall maintain all software necessary to import Medic Clipboard exported data into the Zoll RescueNet application.
  - i. The current software application module being utilized is the Zoll Trip Import Agent
- b. Maintenance of Hardware: LB Team shall procure all maintain necessary for a full project implementation, plus as needed, complete spare devices and accessories.
  - i. The following are the *minimum* hardware requirements:
    1. iPad: 9.7” iPad 32 GB, WiFi+Cellular, running iOS 11.X.
    2. Connectivity: Cellular connectivity via LTE.
    3. Case: To be determined by LBFD.
    4. Charger: To be determined by LBFD.
- c. Mobile Network and Wireless Configuration: To provide the best user experience possible, LB Team shall maintain their current wireless network. If any change in carrier service is made, the LB Team shall:
  - i. Mobile Network: Team shall test and agree upon which new mobile network carrier (e.g. Verizon, T-Mobile, etc.) is best to suit their needs and provides the best connection to the Internet via LTE.
  - ii. Wireless Networks: Team shall test access to the Internet within known facilities where a mobile network is not feasible (e.g. inside hospitals) and determine the best course of action needed to provide Internet access (if needed).
- d. Desktop Hardware Requirements: LBFD personnel will need to use a desktop browser for part of the application workflow such as report searching and viewing. Due to this requirement, the following are the minimum browser requirements for access to the online system:
  - i. Internet Explorer version 11.x and higher, Microsoft Edge 14 and higher, KHTML Based Browsers (Safari v.10.0+, Chrome v.25.0+ on Mac and Windows), Gecko Based Browsers (FireFox v.52+ on Mac and Windows).
  - ii. LB Team shall ensure that the above desktop browser requirements are followed.

- e. ePCR Software Installation: LB Team agrees to configure and install the ePCR application onto any new iPad devices. This is to include installing the ePCR application via MDM and configuring the devices/applications to the backend.

**5. LB Team: Mobile Device Management (MDM)**

- a. LB Team utilizes and maintains a MDM system for hardware device oversight.
- b. LB Team agrees to have two MDM environments, a “production” and a “test” environment.
  - i. Production devices are those dedicated to the production environment and utilized for all frontline devices.
  - ii. Devices dedicated to a “test environment” shall consist of two (2) dedicated devices accessing existing application interfaces (CAD, ZOLL, etc.) in the Digital EMS environment. This test environment shall serve to allow changes to be vetted and approved by the Team prior to pushing them to the production environment.
- c. DigitalEMS recommends a minimum of three (3) trained staff members (LBFD and/or TI) to have access to the management and configuration of all production and test environment devices used for the *Medic Clipboard*. This ensures qualified backup coverage is in place, preferably across multiple shifts, to address testing and controlled production environment rollout of any required changes and/or updates to the configuration profiles.
- d. DigitalEMS requires “Read Only” access to the MDM application/environment be provided to us. This requirement is needed to allow DigitalEMS to assist with any hardware issues and provide guidance to the Fire/EMS SME personnel.

**Update: LB Team agrees to maintain a 24/7 device tracking system in case an iPad device is lost or stolen. Tracking feature should provide real-time physical location of device. While the iPad device has security features, the ability to quickly address a missing iPad device is an additional layer of protection for the Medic Clipboard software.**

**Update: The Medic ClipBoard system Website staff has multiple features that require functioning CAD. At the request of the City, DigitalEMS developed a CAD monitoring system. The system generates an email Notification to designated LB personnel when there is a possible issue with CAD. As such, for the Medic ClipBoard Website to operate efficiently, LB team agrees to investigate upon receiving an email notification in a timely manner.**

**6. LB Team: Transfer of PHI to Receiving Hospitals**

**Transfer of PHI to Receiving Hospitals** is impacted by the hospital’s selection of how to receive the data. If a change is made:

- a. For hospitals choosing to receive the PHI electronically by accessing the DigitalEMS receiving hospital website, a Hospital Agreement shall be secured by the LB Team with a copy provided to DigitalEMS.
- b. For hospitals choosing to receive the PHI by fax, the Team shall secure the fax number and provide that information to DigitalEMS.



- c. For hospitals choosing to receive the PHI by setting up a local print system at the hospital, the Team and the hospital shall define the process to be used and the responsibilities of each entity.

**7. LB Team: Additional Training**

- a. Prior to any new training, LB Team shall ensure all ZOLL X-Series monitors are updated to the latest firmware (available from ZOLL).
- b. During the training, LB Team should have two (2) project SMEs who will assist in the training as needed for questions related to operations or infrastructure within LBFD and the City.

**8. LBFD: Invoice Acceptance and Payment**

- a. LBFD shall provide and maintain an updated contact list to whom the invoice should be sent. With any updates to the contact list, LBFD will notify DigitalEMS via email within a reasonable period prior to invoicing.
- b. LBFD shall provide receipt of invoice and if necessary, request any additional documentation from DigitalEMS that is needed for processing the invoice.
- c. LBFD shall review the invoice submitted by DigitalEMS for accuracy and acceptance. The invoice will include:
  - i. Name, address, date, vendor tax identifying number, PO number (if supplied by LBFD), and description of services provided.
  - ii. Documentation of system usage will also be provided. System usage can be verified by LBFD by logging into the backend of the system to view statistical upload information generated by LBFD.
- d. The invoicing will be for a set time period as indicated on the invoice, and the number of reports uploaded will be itemized. Should LBFD upload any additional reports to the system for the time period after the invoice has been sent, the additional uploaded reports shall be itemized on the following invoice. The fee for any additional uploaded reports shall be at the rate agreed to for that time period.
- e. Payment shall be by check and mailed to the address identified on the invoice.
- f. Payment is due upon receipt of invoice and LBFD shall make payment no later than 45 calendar days from the Go Live anniversary date.

**LB Team Resources and Roles**

Name	Department	Role(s)
TBD	Fire - LBFD	• Project Manager (ePCR Project)
BC Karen Rindone	Fire - LBFD	• Project Lead, Fire Operations SME
DC Jeff Hardin	Fire - LBFD	• Sponsor
DC Dennis Buchanan	Fire - LBFD	• Sponsor
CAPT. Wade Haller	Fire - LBFD	• EMS Operations SME
ENG. Corey Levin	Fire - LBFD	• Fire/EMS infrastructure SME

Ems Dir. Andy Reno	Fire - LBFD	<ul style="list-style-type: none"> <li>EMS Operations SME</li> </ul>
FF Brad Robideaux	Fire - LBFD	<ul style="list-style-type: none"> <li>Paramedic/EMS Operations SME</li> </ul>
Vene Sy	TI - Long Beach	<ul style="list-style-type: none"> <li>TI Mobile Device/Desktop Support</li> <li>Asset Management</li> <li>Help Desk</li> <li>TI SME</li> </ul>
Meghan Weeks	TI - Long Beach	<ul style="list-style-type: none"> <li>Sponsor</li> </ul>
Vanessa Llanes	TI – Long Beach	<ul style="list-style-type: none"> <li>Project Manager (TI)</li> <li>City Applications SME</li> </ul>
Karen Li	TI - Long Beach	<ul style="list-style-type: none"> <li>RescueNet SME</li> </ul>
Karen Thomas	Billing – LB Financial Mgmt.	<ul style="list-style-type: none"> <li>Billing SME (shared role)</li> </ul>
Diana Ambriz	Billing – LB Financial Mgmt.	<ul style="list-style-type: none"> <li>Billing SME (shared role)</li> </ul>
Dustin Quinones	Billing – LB Financial Mgmt.	<ul style="list-style-type: none"> <li>Billing SME (shared role)</li> </ul>

## Project Scope

### R1.X: Functionality/Usability

#	Description	Existing Product Characteristic and/or Functionality	Enhancement Required	Estimated Enhancement Cost	Comments
R1.0	The City is looking for a COTS product. Contractor must explain how its application meets this requirement.	X			
R1.1	Application must ensure that only one incident number is assigned per incident, irrespective of the number of apparatus or patients involved in the original dispatched call, or whether apparatuses are added at any time to address the original dispatched call.	X			

<b>R1.2</b>	Application must auto-populate the incident number field on the ePCR form with that provided by the existing CAD system (TriTech Total Command CAD V2.9.1 and later). Note: This product was previously known as Tiburon Command CAD.	X			The method of connection between DigitalEMS and CAD is via a VPN connection.
<b>R1.3</b>	System must have the ability to create one single unique sequence number per patient per incident as described in the LA Data Dictionary Version 6 and later. This sequence number must be auto-populated onto the ePCR form (see Appendix 3).	X			
<b>R1.4</b>	Application must auto populate the zip codes on the ePCR form. Currently, the City application (TriTech Total Command CAD Version 2.9.1) does not have this information so it cannot be auto populated from our internal systems. Explain how this requirement can be met considering the stated constraints. Note: This product was previously known as Tiburon Command CAD.	X			The Lat/Long has been reverse-geocoded to obtain the accurate zip code for the incident.
<b>R1.5</b>	System should have the ability to recall Patient information from past incidents and auto-populate current ePCR forms. List fields that existing release of Contractor application can auto-populate. Once auto-populated, fields must be editable. (See Appendix 1)	N/A	N/A	N/A	After careful evaluation with the City, the requirement for "High Utilizer" was removed.

<b>R1.6</b>	Application must provide Summary Page capability for Base Contact/Patient Care Transfer purposes. Page must include a minimum of the following data: Incident/Sequence numbers, Name, Date of Birth, Age, Gender, Weight, Chief Complaint, Past Medical History, Allergies, Medications, Updated Vital Signs, and Treatment.	X				
<b>R1.7</b>	System must have the ability to store digital medical information, photos, etc. This information must be associated/stored with the related ePCR Incident/Sequence number data for easy retrieval.	X				Please see item R5.7 for requirements related to secure photo transfer, storage and retrieval.
<b>R1.8</b>	System must have the ability to create a single PDF file per ePCR containing ALL ePCR related data, reports, photos, etc.	X				
<b>R1.9</b>	System shall have the ability to customize naming conventions for ePCR PDFs using the incident number.	X				
<b>R1.10</b>	Contractor must describe how the software addresses Multi Casualty Incidents (MCI). How the PCR data/form component of an MCI is addressed. How the billing component of an MCI is addressed.	X				
<b>R1.11</b>	The City currently uses a tiered medical dispatch process. Contractor should describe how its application addresses this type of process. (See Appendix 7)	X				The Remote Handoff addresses this concern & has been operational as of June 4, 2018.

<b>R1.12</b>	LBFD is interested in the application's inventory billing functionality as it relates to EMS supplies and consumables. Contractor must describe any related capabilities within the currently available version of its application.	X				Achieved through the ZOLL RescueNet consumables reporting. As data is exported for billing, this information exports to a consumables report.
<b>R1.13</b>	The user interface must be simple, easy to use, interactive, and intuitive. Contractor must explain how its application meets this need.	X				
<b>R1.14</b>	Full administrative control. The following are some, but not all, of the City's required capabilities. Contractor shall confirm application support of:	X				
	R1.14.1 Ability to add, modify, or delete personnel	X				
	R1.14.2 Set Access levels, including view/edit capabilities, etc.	X				
	R1.14.3 Allow administrator to set record completion and closure (locking) criteria, including mandatory field (data entry, check box, etc.) completion requirements	X				
	R1.14.4 Provide additional forms such as insurance information and medical release (see Appendix 2)	X				
	R1.14.5 Provide updates and revisions by wireless download and documents compliance	X				

	R1.14.6 Provide any local policy information to be accessed within the software (treatment guidelines, etc.) (See Appendix 5)	X				
	R1.14.7 Ability to provide audit trail of any PCR report reviews or modifications	X				
R1.15	System should have the ability to complete the narrative (PCR "Comments" sections) via voice dictation. (See Appendix 1, pages 1A and 1C).	X				
R1.16	System must have the ability to complete the entire document set (all fields) via finger or pen device, including the ability to capture comments/notes and E-signatures. (See Appendices 1 and 2).	X				
R1.17	E-signature capability must be implemented using either "Public Key Cryptography" or "Signature Dynamics" technology. (Government Code Section 16.5).	X				
R1.18	System must have the ability to transfer ALL data (PCR items, etc.) from one device (ePCR tablet, etc.) to another, maintaining association with the original incident and sequence numbers. Data includes but is not limited to: clock times for procedures, vital signs, all treatments, and narrative. (See Appendix 1)	X				
R1.19	Contractor must describe how data is transferred from one ePCR tablet to another ePCR tablet, including any user interaction.	X				Please refer to R1.19 within the DigitalEMS RFP Technical Response.

R1.20	Once the specific ePCR's data is transferred from one tablet to the next, the responsibility for closing the report transfers from the previous to the current user. This process must result in a single report file containing all required data the current user needs to close the report. The transfer of data many times during the lifespan of a single ePCR must not result in multiple versions of the report in various stages of completion requiring further operations by personnel other than the latest user.	X			Please refer to R1.20 within the DigitalEMS RFP Technical Response.
R1.21	The proposed solution must have the ability to notify specified staff via electronic alerts when an ePCR has been modified after initial report completion. Specific modification information must also be supplied.	X			

**R2.X: Standards/Compliance**

#	Description	Existing Product Characteristic and/or Functionality	Enhancement Required	Estimated Enhancement Cost	Comments
R2.0	Must be HIPAA & HITECH Act compliant. (See Appendix 5)	X			
R2.1	Application should be NEMSIS 3 Certified or in the certification process for record submission to state and local EMS agencies.	X			LA-EMS does not currently accept NEMSIS data however DigitalEMS is NEMSIS 3.5 certified.

### R3.X: Application Interface

#	Description	Existing Product Characteristic and/or Functionality	Enhancement Required	Estimated Enhancement Cost	Comments
R3.0	Contractor must describe how ePCR software application works or would work with Kronos Workforce Telestaff Version 2.92.23 and later	N/A	N/A	N/A	Requirement Removed by City. DigitalEMS agrees to review issue again upon City request.
R3.1	System must interface with TriTech Total Command CAD Version 2.9.1 and later. A real-time interface allowing for one-way data transfer from Total Command CAD to ePCR application fields will be required. Once ePCR form fields are auto-populated, fields must be editable. Describe current application interface technology and field auto-population capabilities. Note: This product was previously known as Tiburon Command CAD. (See Appendix 1)	X			The preferred method of connection between DigitalEMS and CAD is via a VPN connection. The system has been in operation as of the "Go Live" date of June 4, 2018.
R3.2	System must interface with TriTech Inform Fire RMS Version 2.11.2 and later. An interface allowing for two-way data transfer from Inform Fire RMS to the ePCR application fields will be required. Once ePCR form fields are auto-populated, fields must be editable. Note: This product was previously known as Tiburon FireRECORDS Records Management System (RMS))	N/A	N/A	N/A	Requirement Removed by City.
R3.3	System must interface with the ZOLL Monitor X Series for EMS (Version 2.29.05 and later) for all patient data (12-lead EKG, vital signs, capnography time stamps, etc.).	X			Achieved via a direct integration (via local WiFi).



<b>R3.4</b>	System must have the ability to export ZOLL Monitor X Series for EMS data and auto-populate applicable ePCR fields (12- lead EKG, vital signs, capnography, time stamps, etc.). Some of these fields are to be editable (to be defined).	X			Please refer to R3.4 within the RFP DigitalEMS Technical Response. Please also refer to the "Addendum #1 – Follow Up" document sent by the City.
<b>R3.5</b>	System must be able to export and store ZOLL Monitor X Series for EMS reports, and include them as part of the final ePCR PDF file. (See Appendix 6 for sample EKG).	X			Achieved via a direct integration (via local WiFi).
<b>R3.6</b>	System must interface with ZOLL RescueNet Billing software application Version 4.6 and later (see Appendix 4). An interface allowing for one-way daily batch data transfer from Contractor's application to ZOLL RescueNet will be required. Describe interface technology.	X			The system for billing meeting all requirements have been in operation since the "Go Live" date of June 4, 2018
<b>R3.7</b>	System must have the ability to export and capture all data fields required by the Zoll RescueNet Billing software application (Version 4.6 and later) either by direct application integration or in a NEMSIS 3 and later XML format (see Appendix 4).	X			
<b>R3.8</b>	System must support data entry, storage, and transmission of all required data elements to the Los Angeles County EMS Agency as specified in the LA County Data Dictionary Version 6 and later (See Appendix 3).	X			

R3.9	System must be able to integrate with local hospital Electronic Medical Records (EMR) system(s), print wirelessly from the ePCR tablet and/or send data in a digital format/printable format to the receiving local hospitals and outside the City's limits. Current hospital processes must also be supported. This includes use of hospital owned computers and printers to access the Internet, perform onsite logon to the Contractor's ePCR system, search for the appropriate incident file, and print the summary sheet and/or completed form for delivery to hospital personnel.	X				
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**R4.X: Data Analysis/Reporting**

#	Description	Existing Product Characteristic and/or Functionality	Enhancement Required	Estimated Enhancement Cost	Comments
R4.0	System must have standard reporting capabilities and/or the ability to use off-the-shelf reporting tools such as Crystal Reports or SQL reporting tools. Provide examples and brief descriptions of reporting tool(s) and predefined standard reports included with the application. Define data elements, if any, which would NOT be accessible for report generation.	X			

<b>R4.1</b>	System must generate data reports and track incidents that meet specific criteria (e.g., such as intubation success rate and utilization of Standing Field Treatment Protocols). (See Appendices 1 and 6)	X			
<b>R4.2</b>	The proposed solution must have the ability to create a detailed reconciliation report that compares the number of PCRs, by ALS/BLS/ALPHA call type, that were exported from the Contractor software application to the RescueNet Billing application. Reports should include, but not be limited to, the ability to reconcile CAD generated calls against completed ePCR reports involving patient contact (not dispatches without patient contact). (See Appendix 6)	X			

**R5.X: System Infrastructure**

#	Description	Existing Product Characteristic and/or Functionality	Enhancement Required	Estimated Enhancement Cost	Comments
<b>R5.0</b>	The system will be public safety mission critical and must provide for 100% "up time" (24/7). Contractor must explain how its application meets this requirement.	X			

<b>R5.1</b>	LBFD is looking for a system that is turnkey, highly reliable, and fully redundant with the ability for future expansion. Contractor must explain how its system meets this requirement.	X				
<b>R5.2</b>	The City would like a hosted application. Contractor must explain how its application/infrastructure environment meets this need. In addition, describe Contractor data center, including but not limited to: cloud based data storage, data security, location, and support capabilities.	X				Please refer to R5.2 within the DigitalEMS RFP Technical Response.
<b>R5.3</b>	Contractor must provide estimate regarding how much City of Long Beach staff time will be required annually for ongoing system management and computer operations for the proposed system. Provide scenarios for each technology architecture (Cloud, On Premise, and Hybrid) included in the proposal.	X				Please refer to R5.3 within the DigitalEMS RFP Technical Response. Please also refer to the "Addendum #1 – Follow Up" document sent by the City.
<b>R5.4</b>	Contractor shall describe how all data is backed up.	X				Please refer to R5.4 within the DigitalEMS RFP Technical Response.

<b>R5.5</b>	Contractor must describe its Disaster Recovery (DR) plan. Because of the 24/7 nature of the work environment, this includes mitigation procedures for any scenario which would prevent the user from accessing, entering, storing, and transferring the data at any time.	X			Please refer to R5.5 within the DigitalEMS RFP Technical Response.
<b>R5.6</b>	Application Operating System information must be provided. The City prefers the Apple iOS platform but is open to considering Android or Windows based applications.	X			
<b>R5.7</b>	System must have the ability to capture photos, securely transferring them from one physical device (tablet, etc.) to another while maintaining association with only its related ePCR incident and sequence numbers. Photos shall not be stored on any user's physical device but must instead be stored remotely within the application in a secure environment, and associated with only its related ePCR incident and sequence numbers. Photos shall be retrievable by authorized personnel only. Describe capabilities/processes which achieve these goals.	X			Please refer to R5.7 within the DigitalEMS RFP Technical Response.

**R6.X: Project Management and Implementation**

#	Description	Existing Product Characteristic and/or Functionality		Enhancement Required	Estimated Enhancement Cost	Comments
R6.0	Contractor shall describe how frequently Project Status Meetings are held (weekly, bi-weekly) and whether all team members are included.	X				Please refer to R6.0 within the DigitalEMS RFP Technical Response.
R6.1	<p>Are bi-weekly Project Status Reports issued? Contractor must describe the contents of the written status report, to include the following items, at a minimum:</p> <p>R6.1.1 Task status – all tasks accomplished, incomplete, or behind schedule in the previous two weeks (with reasons given for those behind schedule).</p> <p>R6.1.2 All tasks planned for the coming 2 weeks</p> <p>R6.1.3 Outline of the current status of tasks (e.g. % completed, completed, resources assigned, etc.)</p> <p>R6.1.4 Status of any corrective actions undertaken.</p>	X				
R6.2	Contractor must provide a sample Implementation Project Plan and Methodology used for previous similar implementations.	X				Please refer to Addendum B within the DigitalEMS RFP Technical Response.

<b>R6.3</b>	Contractor shall describe implementation staff, including providing resumes.	X			Please refer to R6.3 within the DigitalEMS RFP Technical Response.
<b>R6.4</b>	Contractor must describe the testing process that will be used during implementation. LBFD will require support and direction in implementing user testing. Describe how your company can support this need.	X			Please refer to R6.4 within the DigitalEMS RFP Technical Response.
<b>R6.5</b>	Contractor shall describe how product system has been stress tested in other implementations. How do you simulate large amounts of data being pushed or pulled at any one time?	X			Please refer to R6.5 within the DigitalEMS RFP Technical Response.
<b>R6.6</b>	Contractor must discuss the implementation of previous projects addressing budget, schedule, what went well and what didn't. Regarding those things that didn't go well, provide mitigation measures used. The City would be interested in discussing these implementations with your customers as well.	X			Please refer to R6.6 within the DigitalEMS RFP Technical Response.

**R7.X: Training**

#	Description	Existing Product Characteristic and/or Functionality	Enhancement Required	Estimated Enhancement Cost	Comments
R7.0	Contractor must describe its approach to training a large Fire Department (including the City Financial Services/Billing dept.) on the system. This includes, but is not limited to, how Contractor application data is consumed by and accessed within companion system applications (TriTech / Tiburon, Zoll, etc.). Include a sample Training Plan given the existing Lbfd session training model. Note: A separate training session or sessions may be required for City Billing Staff, etc. (See Appendix 8)	X			Please refer to R7.0 within the DigitalEMS RFP Technical Response. UPDATE: All Training completed prior to June 4, 2018 however DigitalEMS will provide "as needed training" in coordination with City personnel. Please see Schedule P.
R7.1	Contractor shall provide its trainer staff qualifications and expertise in the version of the software being implemented for Lbfd. How are trainers brought up to speed on any special integration/configuration requirements or features being put in place for Lbfd?	X			Please refer to R7.1 within the DigitalEMS RFP Technical Response.
R7.2	Contractor must describe its training support model for Lbfd trainers who are implementing the training program in the field (e.g., review of training presentations for accuracy, phone support, online chat support, email, etc.).	X			Please refer to R7.2 within the DigitalEMS RFP Technical Response.



**R8.X: Customer Support**

#	Description	Existing Product Characteristic and/or Functionality	Enhancement Required	Estimated Enhancement Cost	Comments
R8.0	Contractor shall describe end user support during working hours, weekends, and holidays.	X			Please refer to R8.0 within the DigitalEMS RFP Technical Response. Please also refer to the "Addendum #1-Follow Up" document sent by the City.
R8.1	Contractor must describe bug reporting and enhancement request process. Also, are there application associated user groups and/or user meetings to discuss future enhancements?	X			Please refer to R8.1 within the DigitalEMS RFP Technical Response. Please also refer to the "Addendum #1-Follow Up" document sent by the City.
R8.2	Contractor must describe how updates, patches, bug fixes, workarounds, and enhancements are communicated and/or made available to users, including training information if required.	X			Please refer to R8.2 within the DigitalEMS RFP Technical Response.
R8.3	Contractor shall describe its team's ability to respond to requests for change in "real time" during the implementation process.	X			Please refer to R8.3 within the DigitalEMS RFP Technical Response. Please also refer to the "Addendum #1-Follow Up" document sent by the City.

<b>R8.4</b>	Contractor must describe how software configuration changes requested by the City are then implemented by the Contractor. What is the time frame (in hours) that the Contractor is able to respond to these types of requests?	X				Please refer to R8.4 within the DigitalEMS RFP Technical Response.
<b>R8.5</b>	Los Angeles County EMS requires changes to PCR data deliverables on a regular basis, typically 1-2 times a year. Implementation deadlines are also mandated. Contractor must describe how it will ensure it knows about these updates in time to develop, test and deliver them to the user within the required timeframe.	X				

## Project Assumptions

### Project Exclusions:

The following elements have been identified by the LB Team as project exclusions.

**1. Telestaff Interface (RFP Reference: R3.0)**

- a. After careful review by LBFD personnel, it was decided that the need for an interface to Telestaff is no longer needed.
- b. LBFD personnel have decided to use Medic Clipboard's staffing assignment capability instead.

**Update: Telestaff Interface, DigitalEMS agrees to review issue again upon City request.**

**2. RMS Interface – Two-way Data Transfer (RFP Reference: 3.2)**

- a. After careful review by LBFD personnel, it was decided that the requirement of a two-way interface from Medic Clipboard to RMS is no longer needed due to the Telestaff interface exclusion.
- b. LBFD continues to require a one-way data interface with data export from Medic Clipboard to RMS for items such as the incident zip code.

### **3. ePCR Form Addition of a “Tiered Dispatch” Field:**

- a. After careful review by LBFD personnel, it was decided that the need for an additional field to capture “Tiered Dispatch” will no longer be needed as a visual component on the ePCR form. Tiered Dispatch will still be used by LBFD, but Billing will determine dispatch level and upgrades/downgrades from apparatus assignments/activity already documented on the LA County EMS ePCR form.
- b. DigitalEMS currently imports this data into the Medic Clipboard’s system This tiered dispatch data is used to product an “ALS” and a “BLS” analysis for billing purposes.

### **4. ePCR Form Addition of a “Bed and Chair Confinement” Field:**

- a. After careful review by LBFD and Billing personnel, it was decided that the need to document “Bed and Chair Confinement” onto the ePCR form will no longer be necessary.
- b. Billing will determine bed and chair confinement from the ePCR narrative and complete related ZOLL RescueNet fields as they do today in support of Medicare billing.

### **3<sup>rd</sup> Party integrations:**

1. Any 3rd Party Integrations create a dependence on those services, including speed, quality of data, and quality of services (bugs);
2. Integration with 3rd party systems often requires accurate documentation and support for questions or problems:
  - a. LBFD shall be responsible for procuring any documentation related to a 3<sup>rd</sup> party integration.
  - b. LBFD shall be responsible for incurring any costs that may arise from the involvement of a 3<sup>rd</sup> party for the completion of a data export/import.
  - c. DigitalEMS costs for 3<sup>rd</sup> party integration have already been stated within this document.
3. Some 3rd party services offer proprietary data feeds or will require additional modules to be completed (e.g.: TriTech CAD data export, ZOLL RescueNet Billing Trip Token import, etc.), which require separate client agreements and cost structures based on data volumes, performance requirements, legal responsibilities, etc. These costs are not included in this proposal.


### **Property Rights of LBFD:**

1. **Nature of Rights and Title:** DigitalEMS acknowledges that all data created from the use of the ePCR software by LBFD remains the property of the LBFD, while the software itself remains the property of DigitalEMS. DigitalEMS agrees that the workflow and all related components to the current operations and business logic are proprietary property of LBFD and are trade secrets. DigitalEMS agrees with LBFD that any proprietary information or data supplied by LBFD are trade secrets of LBFD, are protected by criminal and civil law, and by the law of copyright, are valuable to LBFD, and that their use and disclosure must be carefully and continuously controlled. DigitalEMS shall keep each and every item to which LBFD retains title free and clear of all claims, liens, and encumbrances except those of LBFD, and any act of DigitalEMS, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.



**Property Rights of DigitalEMS:**

1. **Nature of Rights and Title:** Lbfd (customer) acknowledges that the System and System documentation manuals and other proprietary information materials supplied by DigitalEMS to Customer are and shall remain the property of DigitalEMS and nothing in this Agreement shall be construed as transferring any aspect of such to the Customer or any third party. Any changes, additions, and enhancements in the form of a new or partial programs or documentation as may be provided under this Agreement shall remain the proprietary property of DigitalEMS. Customer agrees with DigitalEMS that the System documentation and all other proprietary information or data supplied by DigitalEMS are trade secrets of DigitalEMS, are protected by criminal and civil law, and by the law of copyright, are valuable to DigitalEMS, and that their use and disclosure must be carefully and continuously controlled. Customer shall keep each and every item to which DigitalEMS retains title free and clear of all claims, liens, and encumbrances except those of DigitalEMS, and any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.
2. **Unauthorized Acts:** Customer agrees to notify DigitalEMS promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of other information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish full details of such possession, use, or knowledge to DigitalEMS, will assist in preventing the continuation or recurrence of such possession, use, or knowledge, and will cooperate with DigitalEMS in any litigation against third parties deemed necessary by DigitalEMS to protect its proprietary rights. Customer's compliance with this subparagraph shall not be construed in any way as a waiver to DigitalEMS's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to DigitalEMS's proprietary rights or for breach of contractual rights.
3. **Remedies:** If Customer attempts to use, copy, license, sub-license, or otherwise transfer the Licensed Software or access to the System supplied by DigitalEMS under this Agreement, in a manner contrary to the terms of this Agreement or in competition with DigitalEMS or in derogation of DigitalEMS's proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, DigitalEMS shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.
4. **Infringement Indemnification:** DigitalEMS shall indemnify, defend, and hold harmless Customer from and against any and all loss, cost, damage, or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement. ("Infringement Claim") asserted against Customer by virtue of the System, Software, or Documentation or Customer's use or possession of the System, Software or Documentation pursuant to this agreement. DigitalEMS shall defend and settle at its sole expense all suits and proceedings arising out of the foregoing, providing that Customer gives DigitalEMS prompt written notice of any such Infringement Claim of which it learns. In all events, Customer shall have the right to



participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then, and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any Early Termination Fee.

## Approach

### Project Management

During the development of customized enhancements, DigitalEMS and the City utilized the application "TeamWork" to facilitate oversight of the project. While it is no longer needed, TeamWork can be utilized again if needed.

1. DigitalEMS will work with the LB Team Project Manager and other staff on a weekly or as needed basis to ensure system continuity. This may include meetings as needed which can be held at a site chosen by LBFD, via teleconference, or videoconference.
2. The LB Team may need to provide access to its ePCR SharePoint project site for DigitalEMS resources to access new enhancement requests, related documents, meeting notes, etc.

### Infrastructure Preparation

DigitalEMS has two main components to the backend network infrastructure: the front facing network (application servers, database servers, load balancers, etc.) which handles the daily requests of the user and backend processing of exports, and the backend network for connecting to and processing data from the various CAD systems. The backend network requires continued coordination between TI and DigitalEMS resources.

1. **DigitalEMS Backend Network**: This backend network is used to connect to and process data from the various CAD systems or servers. Because each one of our clients has unique IT and integration requirements with respect to their CAD dispatch systems, we use another group of servers that act as the "middle man" to process the data before it is fed into our front facing network. The processing of data can occur via a direct database connection or via the parsing of a flat file. The connection and processing of CAD data can occur in various ways which can include, but are not limited to:
  - a. **Maintaining FTP/SFTP/FTPES Connections**: Should TI decide that the best method for DigitalEMS to receive CAD data is via a one-way data transfer via an FTP/SFTP/FTPES connection, DigitalEMS would need to ensure that the transfer protocol remains open to receive files.
    1. Currently a flat tilde (" ~ ") separated file is used to send data to DigitalEMS via a one way transfer to a DigitalEMS maintained SFTP. Because of this, DigitalEMS does not have any control over the management of the LBFD CAD servers.
    2. In the event there is a period of time where DigitalEMS does not receive data, an email will be sent to the TI team who manages such hardware. It will be the responsibility of TI to check and restart any services that are responsible for the sending of data to DigitalEMS for processing.

## Enhancement Delivery

### 1. DigitalEMS Enhancement Process:

#### a. Overview

- i. Before enhancement work can begin on any new request, DigitalEMS, with cooperation from the LB Team, shall meet to develop and begin work on an enhancement plan for the new item.
- ii. The purpose and necessity of an enhancement plan is to define the details of the Product sufficiently to:
  1. Identify any technical limitations which would prevent successful development of the Product.
  2. Identify and engineer potential solutions for any technical challenges.
  3. Identify and define major potential ambiguities in regard to specific features.
  4. Facilitate a “transfer of knowledge” of the business logic to a written form to allow collaboration in the development of the Product.

#### b. Requirements Gathering:

- i. The first step to a successful enhancement is gathering all of the “requirements” of the final product. This process of “discovery” encourages a deeper understanding of the requested enhancement, including:
  1. Business logic process analysis.
  2. Technical requirements related to the enhancement.


#### c. Functional Specifications

- i. Once all requirements have been gathered, a functional/technical specification is written which clearly lays out the vision for the enhancement, and outlining the scope, features and functions of the enhancement. The end result is a clear and concise document which:
  1. Reflects all the goals and expectations for the finished product.
  2. Presents full product details for Designers & Developers.
  3. Ensures a product that meets LBFD expectations.
- ii. For most enhancements requested by LBFD, the specifications will be more technical in nature as they will reflect the programmatic approach to handle the requirements.

## Approach on LB Team Requested Enhancements

### 1. CAD: TriTech Total Command Integration:

- a. Business Logic Process and Technical Analysis: This will include, but not be limited to, identifying and gathering the necessary documentation for the database schema, understanding the method of how DigitalEMS will receive/pull the data from the CAD database,



understanding the business logic of how a record is updated after a change to unit status, and understanding the TI requirements for access to CAD from a network security standpoint.

**Update: TriTech Total Command Integration was developed per the requirements as determined by the City went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract.**

**2. CAD: Generate an Incident Zip Code:**

- a. **Technical Analysis:** This will include reviewing the available data components which are already captured via CAD dispatch. During the initial conversations that DigitalEMS has had with some of the City's technical CAD group (ECOC), it was discussed that CAD dispatch currently captures a Latitude and Longitude within their database for the incident. DigitalEMS will perform a reverse geocode lookup to find the exact Zip code of the incident.

**Update: Incident Zip Code Generation was developed per the requirements as determined by the City went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract.**

**3. CAD: Push/populate RMS data (Ex: Zip Code) back into the RMS database:**

- a. **Technical Analysis:** This will include reviewing the feasibility analysis provided by the LB Team. If data can be accepted and processed by RMS, DigitalEMS shall analyze the data submission requirements and work on a solution to accomplish this task.

**Update: After careful evaluation with the City, the requirement for Push/populate RMS data was removed.**

**4. ePCR Form: Ability to Add Forms for Enhanced Billing:**

- a. **Business Logic Process:** This will include, but is not limited to, identifying the existing billing process, analyzing what can currently be captured from the form and what, if anything, will need to be added as a separate editable form to provide the necessary missing components required for a complete billing data export.
  - i. After meeting with and gathering the necessary billing information from LB Team Billing personnel, DigitalEMS will perform a 1:1 match to identify the itemized billing components that are missing. This documentation will be given to the Team to allow the Billing staff to determine what elements they would like to include on an additional page.
  - ii. Once Team Billing personnel determine the missing components that they define as necessary for billing processes, DigitalEMS will work on the design of a form which can then be included into the ePCR to fulfill these needs.

**Update: Ability to Add Forms for Enhanced Billing was developed per the requirements as determined by the City went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract.**

**5. ePCR Form: Autofill Form with High Utilizer Patient Information from Previous Incidents:**

- a. **Business Logic and Technical Analysis:** This will include, but is not limited to, identifying the necessary patient fields that LBFD would like to use to perform a patient lookup to identify an exact match (1:1) in the DigitalEMS database for a previously seen patient. DigitalEMS would like to ensure that there is no possibility for the accidental insertion of PHI in these circumstances and would like to ensure that the City Attorney is aware and understands any and all potential risks of an accidental insertion of PHI.

**Update: After careful evaluation with the City, the requirement for Autofill Form with High Utilizer Patient Information from Previous Incidents was removed.**

**6. ePCR: Remote handoff:**

- a. **Business Logic:** This will include, but is not limited to, identifying the existing LBFD business workflow used when handling a unit “downgrade” and “handoff” of patient information.
- b. **Technical Analysis:** DigitalEMS shall use the information from the business logic analysis to develop an enhancement to meet or exceed the current business logic workflow.
  - i. This will include the ability to remotely “handoff” PHI from one unit, to another unit that is out of the normal operating range of AirDrop/Bluetooth.
  - ii. This will also include a website backend enhancement that will allow any LBFD administrator to “reassign” the PHI to another unit, if desired.

**Update: The Remote handoff feature was developed per the requirements as determined by the City went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract.**

**7. Billing: ZOLL RescueNet Export:**

- a. **Business Logic Process Analysis:** This will include, but is not limited to, reviewing the current billing process to understand how Billing receives and performs itemized billing when reviewing forms.
- b. **Technical Analysis:** In moving forward with a DigitalEMS billing export, DigitalEMS will need to understand the itemized billing process to a detail that includes the exact name of the item to be billed and how charges for multiple uses of the same item occur (if any). DigitalEMS will also need to understand the technical requirements that ZOLL has in receiving a “Trip Import Token” file and how it is automatically parsed into the RescueNet billing software for processing. DigitalEMS will also need to meet with Team TI personnel and ZOLL to understand the security requirements needed to receive this daily export file.



**Update: Ability to Add Forms for Enhanced Billing was developed per the requirements as determined by the City went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract.**

**8. Billing PDF Generation — Naming Convention:**

- a. **Business Logic and Technical Analysis:** DigitalEMS will need to understand the desired naming convention as it relates to LB Team Billing and LBFD personnel needs. DigitalEMS recommends that in any PDF generation the Sequence Number remain a part of the final filename in order to quickly facilitate a lookup for the patient encounter on the DigitalEMS website should the need arise in the future.

**Update: Billing PDF Generation — Naming Convention was developed per the requirements as determined by the City went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract.**

**9. Sworn/Non-Sworn Comments:**

- a. **Business Logic Process Analysis:** This will include, but is not limited to, reviewing the current documentation process when an ePCR is used by both sworn, and non-sworn personnel. DigitalEMS will need to understand the amount of space that is used and required for each of the sworn/non-sworn personnel during the process of a “downgraded” (ALS to BLS) incident.
- b. **Technical Analysis:** DigitalEMS will need to investigate, among other options, the ability to split the current “comment” field within the ePCR into two distinct fields during a “downgrade” scenario. One field would be designated for sworn (ALS), and the other field would be designated for the non-sworn (BLS) personnel.

**Update: Ability to Add Forms for Enhanced Billing was developed per the requirements as determined by the City went into operation on June 4, 2018. DigitalEMS will continue maintain these features through the term of the contract.**


Application Interface Delivery **REMOVED**

**Data Export Capability Delivery**

The data export capabilities of the *Medic Clipboard* are as follows:

**1. Current Export Capability:**

- a. LA-EMS (LEMSA) TEMIS Export:
  - i. DigitalEMS exports data in the required format (TEMIS) to LA-EMS on behalf of LBFD daily.
    1. On April 1 of every year, LA-EMS will change their TEMIS submission requirements and business logic, and it will be the responsibility of



DigitalEMS to understand and migrate the ePCR application according to these new changes.

ii. The current method of exporting TEMIS data is detailed in the following steps:

1. Queue Records: The ePCR system will queue all records that were submitted within the prior 24 hours and mark them for export.
2. Gather Data Elements: The ePCR system will gather the data elements from the ePCR database and place them in a temporary folder on the server in the TEMIS data format. The following sub-process occurs during this step.
  - a. Retrieve Record: The system will process the data from the individual record and parse the data into the TEMIS XML format.
  - b. Place Record: The generated file will be placed in a temporary folder on the server.
    - i. The above two steps will be repeated for all records marked for submission.
3. Merge Data: All records from the previous step will be merged into a single TEMIS XML file and then compressed in a ZIP file format.
4. Submit Record: The generated file will then be uploaded to the LA-EMS FTP server for submission.

b. PDF Data Export:

i. The DigitalEMS ePCR system has the ability to export any patient encounter record as a single PDF of the user's desired page or as a merged PDF. This PDF export is a facsimile of the ePCR as it was completed by Lbfd personnel at the time of the patient encounter and contains all PCR forms, signature forms, 12-leads, and any additional images that were captured by Lbfd personnel.

1. The current PDF export is structured with the filename of SequenceNumber.PDF.

c. Excel (xlsx) Export:

i. The DigitalEMS ePCR system gives the user the ability to export data as an Excel spreadsheet if desired. After users perform a search using criteria specified by them, they will be presented with a list of patient encounter reports matching their specific criteria. These results can then be exported using one of two export options.

1. Full Data Export: This Excel export will export every field in the database. The resulting Excel file will contain over three-hundred columns of data for each record.
2. Selective Data Export: Users will be presented with a separate window allowing them to select only the desired data elements they would like to have exported and the resulting Excel file will be smaller in size as it will not contain elements that are extraneous.

d. Excel (xlsx) Reconciliation Report Export:

- i. The *Medic Clipboard* can allow the City to perform a detailed reconciliation report as needed. This information can be viewed on our site, or exported as an Excel spreadsheet (if desired). The reconciliation report includes:
  1. The ability to compare/contrast records that were exported for billing against those that were not exported.
    - a. Depending on Billing's export requirements (TBD), there may be some reports that will not export for the billing process.
  2. The ability to search for a specific incident number, sequence number, and/or other variables to view the export status of the report.
  3. The ability to view/sort by incident date, date sent to billing, sequence number, incident number, mode (ALS/BLS/No Transport), if report was sent to Billing (or not), the reason the report was not sent, patient last name, and status (pending upload or on hold).

**2. Enhancement Export Capability:**

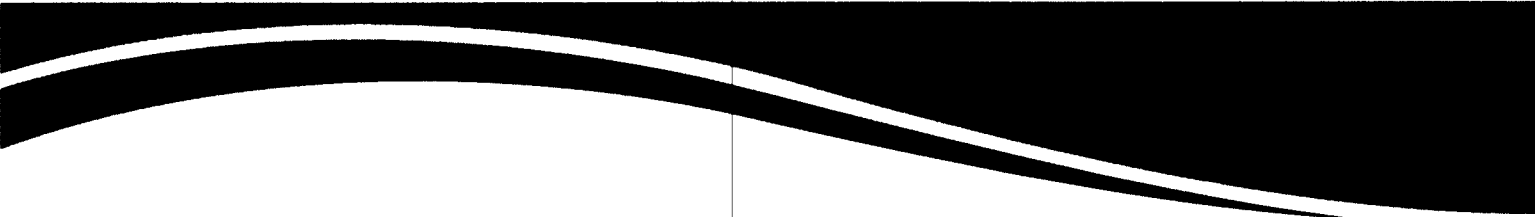
a. ZOLL RescueNet Billing Export:

- i. DigitalEMS utilizes the Zoll Trip Import Agent module with the process consisting of the following steps:
  1. Queue Records: The ePCR system will queue all records that were submitted within the prior 24 hours and mark them for export.
  2. Process Records: The ePCR system will process the data/images from the records to be sent and place the generated images/data in a temporary directory for processing. The following sub-process occurs during this step:
    - a. Retrieve Record Image Data: The associated image data will be merged into a single PDF.
    - b. Retrieve Record Textual Data: The associated textual data (from the database) will be placed into a ZOLL Trip Token file. This token file is a textual file that can be read/parsed by the ZOLL RescueNet system.
    - c. Place Record: The resulting data from the above two steps will be placed into a temporary directory on the DigitalEMS server.
      - i. The above three steps will repeat until finished.
  3. Merge Data: All records from the previous step will be compressed in a ZIP file format to be uploaded to the City servers for processing by the ZOLL RescueNet software.
  4. Submit Record: The generated file will then be uploaded to a City server which is connected to the ZOLL RescueNet software for further processing.

**Document Uploading and Syncing**

**1. Document Uploading:**

The DigitalEMS application provides a feature from within that allows the user to quickly obtain reference materials that have been uploaded into and organized by City and Lbfd identified system administrators. System administrators can select and approve relevant information and,




once uploaded into the system, the information will reside within the application and can be retrieved without Internet connectivity. iPads must be synced to complete the process. The reference material will be displayed as PDF files and can be easily updated.

2. **Syncing:**

The syncing process can be completed by any user. Once it has been completed, the "Last Sync" date and time is displayed on the main screen of the application and will appear in the backend of the system under the Devices tab. System administrators will be able to monitor the progress of their personnel syncing the device from within the Medic Clipboard application and ensure that all iPads are updated in a timely manner.

**ePCR Completion, Submittal, Storage, and Delivery (Hospital, Billing, etc.)**

1. **ePCR Completion:** An ePCR is created when the user selects the icon and creates a new patient care report. The user completes the form based on information obtained that is relevant to the patient's medical condition. Once the form has been completed, it goes through a validation process before the user can upload it to the server. The Field content validation requirements are set by LA-EMS and the user must complete this information to prevent any fallouts. The user may also see "suggested recommendations" consisting of optional fields which can be completed or bypassed by the user prior to confirming the desire to upload the form. DigitalEMS can modify these recommendations based upon discussions with the LB Team.
2. **ePCR Submittal:** Once the report is uploaded, it is sent to the server via HTTPS (HTTP over TLS) using SHA-256 (via Secure Hash Algorithm 2) and stored in a HIPAA compliant hosting site for record storage. It can be accessed through the backend of the system by the City's personnel by logging in with a unique password. Backend access levels are determined by the LB Team and were set up during initial integration. Maintenance of system access is the responsibility of the City and LBFD although DigitalEMS can provide assistance if needed. When records are reviewed or revised by authorized personnel, all actions are documented for accountability. Records are stored for a minimum of seven years, or longer if the patient is a minor as per LA-EMS requirements, and once seven years has passed, DigitalEMS will work with the City to determine how older records are to be stored.
3. **Hospitals:** The uploading of the ePCR will automatically activate functional capabilities such as the submission to the hospital. We have developed multiple means of transferring protected health information (PHI) to the receiving hospital. Per LA-EMS' direction on the issue, there are three options for the hospitals from which they may choose:
  - a. **Receiving Hospital Website:** The receiving hospital can receive PHI electronically, however, we require a Hospital Agreement between LBFD and each receiving hospital that the department transports to. Obtaining the signed Hospital Agreement will be the responsibility of LB Team LBFD personnel, but DigitalEMS will assist with a blank form and a template that provides directions. Although the department already shares HIPAA information with the local receiving hospitals, the issue is making sure the hospital(s) understand their personnel are responsible for the security of the generic login and password. Access to the website for hospital personnel



is via one login name and one password. Security is controlled by both entering the hospital's IP address into the DigitalEMS system and ensuring that the location of each computer(s) is not accessible to the public.

- b. **Faxing:** For those hospitals that are not I.T. capable or for some reason are unwilling to receive PHI electronically, we provide an optional faxing system. No extra steps are necessary by the user, as once validation and uploading are successful from the iPad, the PHI is sent through a HIPAA compliant faxing system to the designated Receiving Facility documented in the Transport Section of the ePCR. The report is sent within seconds to the receiving hospital's fax machine, but the printing of the report will take about 5 to 6 minutes to complete. While faxing is reliable, the process is very slow and that is the unavoidable downside of fax technology.
  - c. **Local Print System at Hospitals:** This is not part of our system; however, we want to make you aware of what the set-up normally is for the hospitals that choose this method. The hospital can either set up a designated computer where LBFD personnel can login to the system and print out a hard copy of the report or set up a printing system where LBFD personnel can print the report directly from the iPad.
4. **LA-EMS:** A temporary storage queue whereupon the ePCR is transmitted to LA-EMS at intervals determined by LBFD. Since the report has already gone through the validation process as set by the standards of LA-EMS when it is uploaded, this process virtually eliminates the need for any record auditing. This export of data to DHS is an automatic process that functions without any additional steps taken by the frontend user. DigitalEMS currently exports the data for 25 other departments and, for LBFD, DigitalEMS will handle the integration.
  5. **Billing:** A temporary storage queue whereupon the complete ePCR, and all applicable data, will be transmitted at a predetermined time to Billing. Under our current system, once the report has been uploaded, the Billing department will be able to login to the backend of the system and query the exported data to ensure all records have been correctly sent.

### Standard/Custom Report Generation

1. The *Medic Clipboard* supports the use of commercial off-the-shelf reporting tools such as Crystal Reports and SQL reporting tools.
2. **Supported Data Elements:** All fields can be accessed/exported from within our system. If the use of a third-party reporting system requires direct access to our database, then we require the use of a VPN connection (with two-factor authentication) to be in place before data is directly accessed.
3. **Examples of Reporting Tools:** The *Medic Clipboard* contains 165 data sets as determined by LA-EMS. These data fields have either a check box, comment section, or a drop-down menu containing the nomenclature as set forth by LA-EMS Data Dictionary. This format ensures that the user accurately documents patient care as required by the LA-EMS Data Dictionary. Once the ePCR has been uploaded, any of these fields can be mined for either standard or customized reporting features. Standard reports include:


- a. **Incident Information:** Incidents By Location, Average Response Time, Average Response Times By Units, Average Response Times By Crew Type, Average On Scene Time, Average Total Time At Hospital, Average Total Incident Time, Average Total Incident Time By Crew, Average Total Incident Time By Unit, Total Incidents By Jurisdictional Station, and Total Incidents By Type.
- b. **Patient Assessment:** Male v/s Female, Average Age Of Patient, Average Patient Weight, By Distress Level, Total Patients By Chief Complaint, Total Patients By Mechanism Of Injury, and Total Patients By Special Circumstances.
- c. **Customized Reporting Features:** Each data field on the *Medic Clipboard* can be extracted for data via the Advanced Search feature. When the information is retrieved, the corresponding ePCRs appear in a “cover flow” format. This allows the user to see the actual report completed by field personnel.
- d. **Developer’s Services:** Should the LB Team require additional new additional enhancements, DigitalEMS shall provide professional services in the area of custom report development involving calculated fields at a rate of \$100 per hour.

### Training Development/Delivery

DigitalEMS shall provide training to all administrators and frontend users as determined by the City and LB Team.

1. **Frontend Users:** Training for frontend users enhances the user’s capabilities, skills, and competencies to create a proficient patient care report in a timely manner. All functionality is thoroughly explained and demonstrated on the iPad along with any nuances. DigitalEMS, in addition to visual aids such as an overhead screen, employs a hands-on approach with personnel operating the device as we cover each feature in detail. Training for the DigitalEMS software system has taken advantage of the intuitiveness of the iPad, the frontend user’s familiarity with the layout of the patient care form, and the user’s knowledge of EMS policies and procedures. The training developed by DigitalEMS incorporates the documentation of patient care required by LA-EMS, recommendations based on the data entered by the user, and report validation processes. In those cases where there is an accidental omission or error made on the report, we cover how to take corrective action and explain how the user’s actions on any report are documented and timestamped. Once the training has been completed, we strongly encourage and will work with LBFD to have the frontend users practice by either creating practice reports and/or using the device to “shadow” on actual EMS incidents. We also provide a link to a website video that incorporates an overview of the application and can easily be accessed by the frontend users on their own personal devices.

**Update: Training of all Frontend Users was completed prior to the “Go Live” date of June 4, 2018. As the training includes adhering to department policies and procedures, it is best handled by department staff. DigitalEMS can assist the training staff with any needed information for the application.**


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2. **Administrators:** Administrative training has been developed to present both an overview of the available features, and then concentrate on the specific feature applicable to each administrator position.
- a. Often times, staff analysts are assigned to provide statistical information relevant to the EMS services provided by the City. Training incorporates how to access statistical information and the ability to customize results based on the desired date range.
  - b. For LBFD, managers are provided detailed information on how to add, deactivate, delete, or edit all user information as personnel are hired, promoted, leave or retire.
  - c. Administrators are shown how to manage and monitor iPads, and access any reports that remain on the device with the ability to customize an alert to ensure reports are handled in a timely manner.
  - d. The instruction for our Reference Material feature incorporates the ability for LBFD to manage any customized information they determine beneficial to the department and how to access our LA County Paramedic app.
  - e. Billing staff are provided the information on how the automated features of the billing export will integrate into their billing software. Training includes how to access billing data exports, work with the data and exported PDF file, query the system to ensure that all applicable reports are being sent to the billing section, and overriding the system to reconcile any missing reports.
  - f. For EMS managers, nurse educators, and staff analysts, the training for “Incidents” section incorporates how to query for basic, advanced, or specific customized information that has been uploaded to the system by the frontend users of LBFD.

At DigitalEMS, we realize that administrators have a significant workload and may utilize the system every day or on an infrequent basis as they perform other duties. For that purpose, we have developed a website that contains an easy-to-navigate menu of the available features found in the backend of our system. The instructions include step-by-step directions along with screenshot graphics that provide infrequent users of the system a refresher guide to ensure they can use the DigitalEMS system to its fullest capabilities.

**Update: City and LBFD System Administrators was completed prior to the “Go Live” date of June 4, 2018. Since that time there has been significant administrative personnel turnover and DigitalEMS can provide additional training on an as needed basis in a format that is jointly agreed to by the City and DigitalEMS. Please see Schedule P for additional administrative training fees.**

### **Ongoing Product Maintenance**

For the duration of the agreement, DigitalEMS will investigate, document, and deliver any amendments or alterations to the system that may be required to correct errors that significantly affect performance. DigitalEMS shall not be responsible for maintaining any corrections for difficulties or defects traceable to any errors or alterations made by the City or LBFD.



DigitalEMS will provide software upgrades and system enhancements for annual revisions made by LA-EMS and updates to the iOS made by Apple at no charge to the City. The revision specifications for LA-EMS are typically released on April 1 of each year and must be in place by July 1. Apple iOS upgrades are usually released in the summer or fall period of each year; however, they have also occurred at different times throughout the existence of the iPad. These software upgrades and system enhancements can range from simple modifications to complex issues affecting functionality of the application. All upgrades and system enhancements are thoroughly tested before implementation, however, there will be adjustments and/or repairs as functionality may be affected by an unknown issue at the time of release. Adjustments/repairs are designed to be simple and, in past experience, DigitalEMS has been able to resolve any issues by simply having the department sync the device.


Occasionally, suggestions or improvements come to light that would improve the user experience for all of our clients. DigitalEMS retains the prerogative to develop, implement, and evaluate any upgrades, changes, additions, or enhancements, and any upgrades, changes, additions, or enhancements made to the application in any format shall remain the proprietary property of DigitalEMS.

For improvements or enhancements that are specific to and requested by LB Team organizations after the June 4, 2018 “Go Live” date, DigitalEMS will need to develop custom programming. The LB Team will provide an outlined requirement of custom programming requirements, and will be responsible for obtaining the necessary Non-Disclosure-Agreements (“NDA”) for any third-party vendor that the Team wishes to have the system integrate with. DigitalEMS will, at the request of the Team, provide an estimated quote after an assessment is made of the necessary programming time required to complete the improvements or enhancements. DigitalEMS will not begin work on the custom programming until the City has agreed to enter into a Software Development Agreement (“SDA”) with DigitalEMS. The SDA is a separate agreement that will define all terms, conditions, testing, acceptance, and fees for the custom programming requested by the Team. If changes, additions, or significant rush scenarios are requested by the Team that are beyond the scope of the SDA, they will be detailed and documented along with any price changes in the form of a Change Order or Work Authorization. The Team will have the opportunity to reject or approve it, and if approved, it will become part of the full project and subject to the terms contained within the SDA.

Implementation of all upgrades, whether they are customer requests, system improvements made by DigitalEMS, or mandated upgrades required by LA-EMS, are handled in a simplified manner. From within the application, but hidden to the user, is a small icon located near the lower-right corner of the application. The user can select this to “Update/Refresh Application” and will be prompted to a series of steps on how to update the application. Included in that process will be the instruction to sync the device, which will complete the process of updating the iPad to the latest template.

DigitalEMS provides unlimited customer support Monday thru Friday during the hours of 8:00 am-9:00 pm PST. DigitalEMS is based in Los Angeles County, which allows us the means to physically go to Long Beach Fire Department if needed. Weekends, holidays and Monday-Friday after-hours, customer support is provided with direct phone contact to a live person. We do request that weekend, holiday, and after-hours





contact be coordinated through the department liaison, usually the on-duty Battalion Chief, to provide continuity of any service issues. Application Support excludes supporting customer procured hardware, MDM responsibilities, and any issues concerning OS and Internet connectivity.

DigitalEMS utilizes an agile tracking system called Jira (by Atlassian software) to track issues that have been reported to us, or issues that we notice via our monitoring services. We utilize the following monitoring services to assist in monitoring the system: Pingdom, PRTG, Crashlytics, and Newrelic. We also utilize Jira within our development pipeline to plan, track, release, and report new features. Unfortunately, we do not allow direct access to this pipeline at the moment, but all issues reported to us via a client are replied to or followed up on either via email or a phone call. This allows us to fully understand the issue, and allows for a personable communication with the client.

Within our issue reporting pipeline, we have the following levels:

1. Level 1 ("Highest"): Highest Business Impact: Critical issue occurring on production system preventing business operations. A large number of users are prevented from working with no procedural workaround. This problem will block progress.
  - a. Tested fix delivery timeframe: 1 hour
2. Level 2 ("High"): Major issue occurring on production system severely impacting business. A large number of users are impacted by issue but they are still able to work in a limited capacity. A serious problem that could block progress.
  - a. Tested fix delivery timeframe: 2-4 hours
3. Level 3 ("Medium"): Issue causing a partial or non-critical loss of functionality on production system. A small number of users are affected. Has the potential to affect progress.
  - a. Tested fix delivery timeframe: 8-10 hours
4. Level 4 ("Low"): Issue occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue. Minor problem or easily worked around.
  - a. Tested fix delivery timeframe: 24-48 hours

# EXHIBIT “B”

## Rates or Charges

## - Schedule P Renewal -

Prepared For: Long Beach Fire Department  
 Proposal Valid: June 4, 2021 to October 31, 2021  
 Contract Term: November 01, 2021 to October 31, 2024

### Subscription Fees & Projected Cost

#### Medic Clipboard Subscription Fees

June 04, 2021 to June 03, 2022 (System Activation / Go Live)

The City has paid for this time period, please see Digital EMS Solutions Invoice # 00259

#### Medic Clipboard Subscription Fees Projection

June 04, 2022 to June 03, 2023 (System Activation / Go Live)

Description	Standard Rate	Discount Rate	Projected PPU	Fee
Price per incident uploaded (PPU)	\$5.10 per PPU	\$3.25 per PPU	53,700	\$174,525.00

Description	Rate	Term	Quantity	Fee
Faxing (Optional)	\$.0875 PPU	1 Year	53,700	\$4,698.75

**Grand Total \$179,223.75**

#### Medic Clipboard Subscription Fees Projection

June 04, 2023 to June 03, 2024 (System Activation / Go Live)

Description	Standard Rate	Discount Rate	Projected PPU	Fee
Price per incident uploaded (PPU)	\$5.10 per PPU	\$3.50 per PPU	53,700	\$187,950.00

Description	Rate	Term	Quantity	Fee
Faxing (Optional)	\$.0875 PPU	1 Year	53,700	\$4,698.75

**Grand Total \$192,648.75**

Optional Additional Administrative Training	Rate	Term	Quantity	Fee
DigitalEMS can provide additional training on an as needed basis in a format that is jointly agreed to by the City and DigitalEMS	\$250.00	Per day	TBD	N/A

# EXHIBIT “C”

City’s Representative:

David Honey

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

Van Mark Madrigal

EXHIBIT “F”

Business Associate Agreement



# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

## Health Information In Compliance With the Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act)

### BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered  
as of \_\_\_\_\_, 20\_\_\_\_ by and between  
Digital EMS Solutions Inc., a S Corporation  
[corporation, partnership, dba], whose business address is  
34 Savona Walk, Long Beach, CA, 90803

(hereinafter referred to as "Business Associate"), and the CITY OF LONG BEACH, a  
municipal corporation (hereinafter referred to as "City" or "Covered Entity").

WHEREAS, the City, a municipal corporation under the laws of the State of  
California, is a single legal entity which has various departments, including a Department  
of Health and Human Services that provides a multitude of health care and related  
services, and other departments that may have access to and use individually identifiable  
health information, such as human resources, a parks, recreation and marine department,  
a technology department, a fire department with ambulance services, and a police  
department; and

WHEREAS, in the course of providing health care, related and other services, the  
City obtains and may share amongst the various City departments protected health  
information; and

WHEREAS, Business Associate performs particular duties, functions, activities, or  
services for, or on behalf of the City; and

WHEREAS, Business Associate receives, has access to or creates protected  
health information in order to perform such duties, functions, activities or services; and

WHEREAS, the City and Business Associate intend to protect the privacy and  
provide for the security of protected health information in compliance with the Health  
Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the  
Health Information Technology for Economic and Clinical Health Act, Public Law 111-005  
(the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of  
Health and Human Services (the "HIPAA Regulations") and other applicable laws.

NOW, THEREFORE, in consideration of the mutual terms covenants, and  
conditions in this Agreement, the parties agree as follows:



1. **DEFINITIONS.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations, including the Privacy Rule and the Security Rule codified in Title 45, Sections 160-164 of the Code of Federal Regulations, and under the HITECH Act.
2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**
  - A. **Non-disclosure.** Business Associate agrees to not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
  - B. **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Regulations.
  - C. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirements of this Agreement.
  - D. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate agrees to notify the designated privacy official of the Covered Entity of any use or disclosure of protected health information by Business Associate not permitted by this Agreement, any security incident involving electronic protected health information, and any breach of unsecured protected health information without unreasonable delay, but in no case more than thirty (30) days following discovery of breach.
    1. Business Associate shall provide the following information in such notice to Covered Entity:
      - (a) The identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach;
      - (b) A description of the nature of the breach including the types of unsecured protected health information that were involved, the date of the breach and the date of discovery;
      - (c) A description of the type of unsecured protected health information acquired, accessed, used or disclosed in the breach (e.g., full name, social security number, date of birth, etc.);
      - (d) The identity of the person who made and who received

- (if known) the unauthorized acquisition, access, use or disclosure;
- (e) A description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and
  - (f) Any other details necessary for Covered Entity to assess risk of harm to individual(s), including identification of each individual whose unsecured protected health information has been breached and steps such individuals should take to protect themselves.
- 2. Covered Entity shall be responsible for providing notification to individuals whose unsecured protected health information has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.
  - 3. Business Associate agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.
  - 4. The parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful security incidents for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, unsuccessful security incidents include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic public health information.
- E. Reporting of disclosures. Business Associate agrees to report to Covered Entity any use or disclosure of the protected health information not provided for by this Agreement of which it becomes aware.
  - F. Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- G. Availability of Information to City. Business Associate agrees to provide prompt access to protected health information in a designated record set to Covered Entity or, as directed by Covered Entity, to an individual upon Covered Entity's request in order to meet the requirements under 45 CFR § 164.524. If Business Associate maintains an electronic health record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- H. Amendment of Protected Health Information. Business Associate agrees to promptly make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an individual.
- I. Internal Practices. Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, covered entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of the Secretary determining the Business Associate's compliance with the Privacy Rule.
- J. Reporting of Disclosures. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for the City to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.
- K. Availability of Information to Covered Entity. Business Associate agrees to promptly provide to Covered Entity or an individual information collected in accordance with Section 2(j) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.

3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. The specific use and disclosure provisions are as follows:

- A. Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use protected health information to provide data aggregation services to covered entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- D. Business Associate may use protected health information to report violations of law to appropriate federal and state authorities, consistent with § 164.502(j)(1).

4. **PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

- A. Business Associate shall not use or disclose protected health information for fundraising or marketing purposes.
- B. Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information solely relates.
- C. Business Associate shall not directly or indirectly receive payment or remuneration in exchange for protected health information, except with the prior written consent of Covered Entity and as permitted by law, including HIPAA and the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate.

5. **OBLIGATIONS OF COVERED ENTITY.**

- A. Notification of Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of covered entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- B. Notification of Change or Revocation of Permission. Covered entity shall notify Business Associate of any changes in, or revocation of,

permission by individual to use or disclose protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

- C. Notification of Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may effect Business Associate's use or disclosure of protected health information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that this restriction is not intended and shall not be construed to limit Business Associate's capacity to use or disclose protected health information for the proper management and administration of the Business Associate or to provide data aggregation services to Covered Entity as provided for and expressly permitted under Section 3 (a), (b), and (c) of this Agreement.

7. TERM AND TERMINATION.

- A. *Term.* The term of this Agreement shall be effective upon execution, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. *Termination for Cause.* Upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall either:
1. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  3. If neither termination nor cure is feasible, the violation shall be reported to the Secretary.
- C. *Effect of Termination.*

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
2. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

8. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS.

Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement with the Covered Entity, available to Covered Entity, at no cost to Covered Entity to testify as witnesses or otherwise, in the event of litigation or administrative proceedings commenced against Covered Entity, its directors, officers, or employees based on a claimed violation of HIPAA, the HIPAA Regulations, the HITECH Act, or other laws relating to security or privacy, except where Business Associate or its subcontractors, employees or agents are named as an adverse party.

9. MISCELLANEOUS.

- A. *References.* A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect or as amended.
- B. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for covered entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and other privacy laws governing protected health information. Amendments must be in writing and signed by the parties to the Agreement.
- C. *Survival.* The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

- D. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Regulations and the HITECH Act.
10. LAW. This Agreement shall be governed by and construed pursuant to federal law and the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Business Associate shall comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities.
11. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.
12. INDEMNITY.
- A. Business Associate shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Business Associate's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Business Associate, its officers, employees, agents, subcontractors, or anyone under Business Associate's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").
- B. In addition to Business Associate's duty to indemnify, Business Associate shall have a separate and wholly independent duty to defend Indemnified Parties at Business Associate's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Business Associate shall be required for the duty to defend to arise. City shall notify Business Associate of any Claim, shall tender the defense of the Claim to Business Associate, and shall assist Business Associate, as may be reasonably requested, in the defense.
13. AMBIGUITY. In the event of any conflict or ambiguity in this Agreement, such ambiguity shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HIPAA Regulations, the HITECH Act and California law.
14. COSTS. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies

hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and court costs, including appeals.

15. **NOTICES.** Any notice or approval required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Business Associate at the address first stated herein, and to the City at 411 West Ocean Boulevard, Long Beach, California 90802 Attention: Director, Health Department. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.
16. **WAIVER.** The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
17. **CONTINUATION.** Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 12 and 14 prior to termination or expiration of this Agreement, and shall not extinguish any warranties hereunder.
18. **ADVERTISING.** Business Associate shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or designee.
19. **THIRD PARTY BENEFICIARY.** This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.



**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated herein.

Digital EMS Solutions Inc.  
(Name of Business Associate)

a S Corp  
(corporation, partnership, individual)

\_\_\_\_\_, 20\_\_\_\_

By Ricky Olivarez *Ricky Olivarez*

Title: CEO

\_\_\_\_\_, 20\_\_\_\_

By Van Mark Madrigal *Van Mark Madrigal*

Title: CFO

CITY OF LONG BEACH, a municipal corporation

November 10, 2021

By Linda J. Jatum  
City Manager or designee

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

The foregoing Agreement is hereby approved as to form this 9<sup>th</sup> day of November, 2021.

CHARLES PARKIN, City Attorney

By *[Signature]*  
Deputy