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Milpitas Fire Department CAD Integration

Request for Payment

This amount is intended to cover the necessary implementation costs and first year maintenance of Computer Aided Dispatch integration for Fire department providers of Emergency Medical Services (EMS). This project is to have data transferred and available to be imported into the First responder agency's Patient Care Report (PCR). The integration is necessary due to the fact that all Fire EMS providers operating within the Exclusive Operating Area (EOA) use the EOA contractors PCR vendor (Imagetrend) which requires CAD integration to reach full functionality. This integration will maintain the integrity of the time keeping mechanisms to evaluate response time, clinical performance, as well as overall system performance as required by the California Health and Safety Code Division 2.5, Chapter 4, as well as individual contractual agreements in place.

I. Partnership/Coalition

Santa Clara County's approach to Emergency Medical Services is to create a collaborative partnership. The purpose of the partnership is to strengthen the EMS response by identifying and discussing gaps, and developing plans for sharing information, staff and other resources.

a) Fire Department EMS providers shall participate in this.

II. Patient Care Documentation

Fire department EMS responders must document all EMS responses in which they encounter and or treat a patient. To complete this documentation the Fire EMS provider must complete an electronic patient care report. Patient Care Reports require data gathered in each department's Computer Aided Dispatch System. All EOA EMS provider report on Imagetrend's PCR platform, so Imagetrend must complete the CAD integration.

a) Contractor shall ensure that all requested data points applicable to EMS Patient care reporting will be available and integrated into the Patient Care Report.

III. Equipment/Supplies

In recognition of receipt of funding for equipment and/or supplies, Contractor shall be responsible for the following:

a) Provide storage and maintenance of any/all data integrated with EMS Agency Funds.
b) Provide for initial and ongoing support for data integration and additions made necessary by changes in local, state, or federal laws or guidelines.
c) Report any irreparable damage, loss or lack of availability of supplies or equipment to the County.

IV. Payment

Total one-time payment will be: $ 10,180.00

a) For provision of CAD integration by Fire EMS provider at the flat cost of $8,000.00.
b) First year support fee at a cost of $1,280.00
c) Provision of hosting cost of $900.00

Requested by:

EMS Program Manager or Designee

COUNTY OF SANTA CLARA
STANDARD TERMS AND CONDITIONS FOR FIELD PURCHASE ORDERS FOR
ONE-TIME ACQUISITION OF GOODS AND/OR SERVICES

1. PRODUCTS & SERVICES Contractor agrees to provide the County all goods and services on terms set forth in this Purchase Order. County's transmission of the Purchase Order constitutes the County's Offer to enter into a contract. Any of the following acts constitute acceptance of this Purchase Order and the terms and conditions therein by Contractor: (a) Contractor's execution and delivery to the County of Contractor's own acknowledgment form; (b) Contractor's delivery of goods or commencement of services pursuant to this Purchase Order; or (c) Contractor's acceptance of any payment from the County.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. THE COUNTY'S OFFER AS EMBODIED IN THIS PURCHASE ORDER IS EXPRESSLY CONDITIONED ON THIS STATEMENT.

All equipment shall be delivered to the County site specified on the face of this Purchase Order.

2. MODIFICATION This Purchase Order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Purchase Order will be binding on County unless it is in writing and signed by County's Director of the Procurement Department.

3. TIME OF THE ESSENCE Time is of the essence in the delivery of goods and/or services by Contractor under this Purchase Order.

4. BREACH OF CONTRACT If Contractor fails to satisfy its obligations under this Purchase Order, the County may terminate this Purchase Order on grounds of breach and Contractor shall be liable for County's costs/damages. The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

5. COMPLIANCE WITH ALL LAWS Contractor shall comply with all local, state, and federal, laws, rules, regulations and policies in providing the goods and services to the County.

6. SHIPPING AND RISK OF LOSS Any goods shipped shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if allowed by order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

7. INSPECTION AND RELATED RIGHTS All goods and/or services are subject to final inspection and acceptance by the County. Such final inspection shall be made within a reasonable time after delivery.

8. INVOICING Contractor shall invoice according to the pricing and compensation set forth on the face of this Purchase Order. Invoices shall include: Contractor's complete name and remit to address; invoice date, invoice number, and payment term; County contract number; pricing per the Purchase Order; applicable taxes; and total cost.

9. PAYMENT Payment shall be due Net 30 days from the date of delivery or installation and acceptance of the goods and services ordered, or Net 30 days from the date of receipt and approval of correct and proper invoices, whichever date is later. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified. Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

The Contractor acknowledges and agrees that the County will not pay late payment charges.

10. TERMINATION FOR CONVENIENCE The County may terminate this Purchase Order or any contract release purchase order at any time for the convenience of the County by giving at least thirty (30) days written notice prior to the intended date of termination specifying the effective date and scope of such termination. In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

11. BUDGETARY CONTINGENCY Performance and/or payment by the County pursuant to this Purchase Order is contingent upon the appropriation of sufficient funds by the County for goods and/or services covered by this Purchase Order. If funding is reduced or deleted by the County for goods and/or services covered by this Purchase Order, the County may, at its option and without penalty or liability, terminate this Purchase Order or offer an amendment to this Purchase Order indicating the reduced amount.

12. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business, under this Purchase Order, without the prior written consent of the County.

13. INSURANCE Contractor shall maintain insurance coverage pursuant to the requirements set forth in the insurance exhibit, if such exhibit is attached to the Purchase Order.

14. INDEMNITY County shall not be liable for, and Contractor shall defend, indemnify and hold harmless County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from (1) any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, or (2) the goods and services provided by the Contractor, excepting only Claims caused by the sole negligence or willfulness of County Parties. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under its agreement with the County.

15. WARRANTY Any goods and/or services furnished under this order shall comply with all specifications and be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Purchase Order, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements, and shall comply with all applicable federal, state and local laws and regulations.

16. INDEPENDENT CONTRACTOR Contractor shall act as an independent contractor in delivering goods and/or performing the services under this Purchase Order and is not an agent or employee of the County.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

17. AUDIT RIGHTS Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of $10,000 shall be subject to audit by the State Auditor.

All payments made under this Purchase Order shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments which are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Purchase Order.

18. ACCESS AND RETENTION OF RECORDS Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the terms of the Contract and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

All books, records, reports, and accounts maintained pursuant to the Purchase Order, or related to the Contractor's activities under the Purchase Order, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Purchase Order, upon the payment of reasonable charges for the copying of such records.

19. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Purchase Order regardless of the cause giving rise to the termination.

20. NON-DISCRIMINATION Contractor shall comply with all applicable Federal, State, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract.

21. DEBARMENT Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the County if, during the term of this Purchase Order, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

22. COUNTY NO-SMOKING POLICY Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

23. BEVERAGE NUTRITIONAL CRITERIA If Contractor provides beverages through or for County departments, County programs, County-sponsored meetings or events, or at County owned/operated facilities, Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria, if applicable. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

24. CALIFORNIA PUBLIC RECORDS ACT The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

25. SEVERABILITY Should any part of the contract between County and the Contractor or any individual purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract or purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

26. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement or designee.

27. HEADINGS AND TITLES The titles and headings in this Purchase Order are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Purchase Order, nor affect any of the rights or obligations of the parties to this Purchase Order.

28. ENTIRE AGREEMENT This Purchase Order and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Purchase Order.

29. SURVIVAL All representations, warranties, and covenants contained in this Purchase Order, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Purchase Order, will survive the termination of this Purchase Order.

30. GOVERNING LAW, JURISDICTION AND VENUE This Purchase Order shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

31. NOTICES All deliveries, notices, requests, demands or other communications provided for or required by this Purchase Order shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Purchase Order as the Buyer and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

32. AUTHORITY Each party executing the Purchase Order on behalf of such entity represents that he or she is duly authorized to execute and deliver this Purchase Order on the entity's behalf, including the entity's Board of Directors or Executive Director. This Purchase Order shall not be effective or binding unless approved in writing by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Purchase Order.

33. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the Contractor for sale to the County pursuant to this Purchase Order.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	100-3578	$ 10,180	100-812-4237	$ 10,180

Explain the reason for the budget change:

Background: The Milpitas Fire Department is in the process of integrating our public safety computer aided dispatch system (CAD) with the Santa Clara County Emergency Medical Services patient record management system. This project will facilitate data collection related to EMS in the Milpitas community along with enhanced EMS quality assurance and quality improvement efforts. The payment for the cost of the initial implementation and first year maintenance is provided by the County of Santa Clara Office of Emergency Medical Services and has been received by the City.

Fiscal Impact: Funds have been provided by the County of Santa Clara EMS Agency to cover necessary costs.

Recommendation: Accept monies from the Santa Clara County and approve a budget appropriation for $10,180 for the implementation costs and first year maintenance of the CAD system to the Fire Department budget for FY 2012-13.

☒ **Check if City Council Approval required.** **Meeting Date**: September 4, 2012

Requested by:	**Brian Sturdivant, Fire Department**	**Date:** September 4, 2012
Reviewed by:	**Finance Director:**	**Date:** 8/27/12
Approved by:	**City Manager:**	**Date:**
Date approved by City Council, if required:		**Confirmed by:**