

MANIFEST MEDEX
Emergency Medical Services Agency (EMSA)
MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is made as of Feb. 25, 2020 (the "Effective Date") by and between Manifest MedEx, having its principal place of business at 6001 Shellmound Street, Suite 500, Emeryville, CA 94608 (hereinafter "MX" or "Client"), and Central California EMS Agency, a Division of the County of Fresno Department of Public Health, having its principal place of business at 1221 Fulton Street, Fresno, CA 93721 (hereinafter "Contractor").

NOW THEREFORE, in consideration of the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

- (a) "Services" shall mean all services provided by Contractor in connection with approved SOW(s) under this Agreement.
- (b) "Work Product" shall mean all completed milestones, specifications, trainings, workflows, webinars, marketing material, drafts, and other documents created by Contractor in connection with any SOW under this Agreement.

2. Performance of Services

- (a) Contractor shall perform Services and deliver Work Product in accordance with the specifications and schedule described on one or more Statements of Work (each an "SOW") in Attachments to this Agreement. Each SOW may optionally contain one or more Deliverables with respective delivery fees as detailed within the SOW. Each SOW shall be (i) signed by both parties, (ii) effective as of the date thereon, (iii) appended to this agreement, and (iv) subject to the respective terms and conditions of this Agreement.
- (b) Contractor shall be restricted in its normal practice of subcontracting portions of the Services under any SOW, the Contractor is responsible for all such Services in accordance with the terms and provisions of this Agreement.
- (c) Contractor will furnish to Client only employees, agents, and personnel who are authorized to work in the United States. Consistent with applicable immigration laws, Contractor will be responsible for and will ensure that any legally-required verification of employment eligibility and identity are performed.

3. Invoices and Payments

- (a) MX will pay Contractor within thirty (30) days of its receipt of State payment to MX, and upon receipt of approved information per the State invoice requirements.

4. Proprietary Rights

Unless specified otherwise within a particular SOW, all right, title, and interest to the Work Product is and shall be held by MX, and shall be considered "works made for hire," as that term is defined on The Copyright Act of 1976, as amended.

5. Term and Termination

- (a) This Agreement will become effective on the Effective Date and will continue in full force and effect through the completion of any and all SOWs, and as directed by the State program timeline, unless terminated pursuant to Section 5(b) or Section 5(c) hereof.
- (b) MX may terminate any SOW or any portion thereof immediately upon twenty (20) business days' written notice to Contractor (a "Termination Notice") or at such time specified in the Termination Notice. Upon Contractor's receipt of a Termination Notice, MX shall advise Contractor of the extent to which performance has been or will be completed through the termination date specified in such notice (including reasonable documentation of actual costs and expenses incurred through the date of termination). MX may offer the right to cure to the Contractor, within a specified time line, in the Termination Notice.

6. Effects of Termination or Expiration

- (a) Upon termination or expiration of this Agreement, Contractor shall deliver to MX any and all Work Product for which payment has actually been received by Contractor.
- (b) Expiration or termination of this Agreement shall not affect the remedies of either party otherwise available at law or in equity in relation to any rights accrued under this Agreement prior to expiration or termination.

7. Representations and Warranties

- (a) Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated; (ii) it has the full rights, power, legal capacity and authority to enter into this Agreement, and to carry out the terms hereof; (iii) this Agreement has been executed by its duly authorized representative and is a valid, legally binding and enforceable obligation of such party; and (iv) materials created or furnished by such party, if any, under this Agreement, do not or will not infringe upon or otherwise violate the rights of any third party. Additionally, Contractor represents and warrants: (A) it will perform the Services in accordance with the highest standards in the industry, and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with industry custom and practice would use in the conduct of an enterprise of a like character and with like aims; (B) it will use adequate numbers of qualified employees, agents and personnel with suitable training, education, experience and skill to perform the Services; (C) it will promptly notify MX of an impending work stoppage, strike or other interference with Contractor's performing Services hereunder; (D) when performing Services, Contractor's employees, agents and personnel will observe and comply with MX's security procedures, rules, regulations, policies, working hours and holiday schedules; and (E) it will periodically perform the necessary due diligence review of its administrative and operational capabilities to help assure conformance of the Services with the provisions of this Agreement.

EXCEPT FOR THE FOREGOING WARRANTIES, MX AND CONTRACTOR MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE WORK PRODUCT.

8. Indemnification

- (a) Each Party shall defend, indemnify and hold harmless the other Party, its affiliated companies and their respective officers, directors, employees and agents from and against any and all liabilities, damages, costs and fees (including reasonable attorney's fees) for any third party claims or actions arising solely and exclusively out of the breach of the foregoing representations and warranties of the Indemnifying Party, , the negligent acts or omissions or intentional acts of the other Party, , or any infringement claim related to any of the Party's s obligations under any SOW; provided that: (i) The Party shall have promptly provided the other Party by written notice thereof and providing reasonable cooperation, information, and assistance in connection therewith, and (ii) the Indemnifying Party shall have sole control and authority with respect to the defense, settlement, or compromise thereof.
- (b) Neither party shall, without the prior written consent of the other party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, against the other party.

9. Limitation of Liability

Each party agrees that the other party's liability for damages under or in connection with this Agreement, howsoever arising (including, without limitation, for breach of contract, for negligence or other tort, or concerning the use or inclusion of any document, material, idea, data or other information in the Work Product), shall in no circumstances exceed in the aggregate the sum of the fees paid by Client hereunder in the twelve months immediately preceding the event giving rise to the claim.

The liability of either party, if any, for damages for any claim of any kind whatsoever and regardless of the legal theory, with regard to the performance of Services under this Agreement, shall not include compensation, reimbursement or damages on account of the loss of profits, expenditures, investments or commitments, whether

- (b) Contractor shall notify Client in writing within forty-eight (48) hours after Contractor becomes aware of the occurrence of any one or more of the following events:
- (i) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action relating to Contractor's qualification or ability to provide the Services;
 - (ii) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's business that might impact the Services;
 - (iii) Contractor Personnel working under this Agreement becomes incapacitated or disabled from performing Services, or voluntarily or involuntarily retires;
 - (iv) Contractor Personnel is charged with or convicted of a criminal offense;
 - (v) Any act of nature or any other event occurs which has a material adverse effect for ten or more business days on Contractor's ability to provide Services;
 - (vi) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in or receive payment from any payer program including any Federal Health Care Program or state equivalent;
 - (vii) Any termination, non-renewal, cancellation or reduction in coverage of any insurance policy required to be maintained by Contractor under this Agreement; or
 - (viii) Contractor determines that it has failed, will foreseeably fail, or is unable to comply with any term of this Agreement.

11. Confidentiality

- (a) Each party (the "Receiving Party") agrees that it will retain in confidence all information and data belonging to or relating to the business of the other party (the "Disclosing Party") and designated as confidential by the Disclosing Party ("Confidential Information") and that it will safeguard such Confidential Information by using the same degree of care and discretion that it uses with its own information and data that it regards as confidential. Confidential Information does not include any information that at the time of disclosure: (i) is generally known by the public through no fault of the Receiving Party, (ii) was in the Receiving Party's possession before receipt from the Disclosing Party, (iii) was independently developed by Receiving Party without use of or access to the Confidential Information, (iv) was disclosed under operation of law, or (v) was rightfully received from a third party without a duty of confidentiality. Either party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the Receiving Party will provide the Disclosing Party with prompt notice of such request so that the Disclosing Party may seek an appropriate protective order or other remedy. Notwithstanding termination or expiration of this Agreement, the Receiving Party shall continue to be obligated to protect the confidentiality of the Disclosing Party's Confidential Information provided hereunder for a period of five (5) years after the termination or expiration of this Agreement.
- (b) Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and any subsequent laws that might be enacted, and all rules and regulations promulgated thereunder (collectively, "HIPAA," the obligations collectively referred to herein as "HIPAA Obligations"), and any applicable state law equivalents. Additionally, Contractor shall ensure that all employees, agents, and personnel of Contractor that provide Services hereunder: (i) have within the last year undergone a background check (including but not limited to criminal and OIG exclusion) and (ii) undergo HIPAA training at least annually. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

12. Marketing and Publicity

Each party agrees that it will not use the other party's name or trademark in any marketing materials without the prior written consent in each instance.

13. No Joint Venture

The parties to this Agreement are independent contractors. Nothing contained herein or done pursuant to this Agreement shall constitute either party being the agent or employee of the other party for any purpose, or constitute the parties as partners or joint ventures. Neither party shall create or assume any obligation on behalf of the other party for any purpose whatsoever, unless such other party expressly agrees to such an obligation in writing.

14. No Solicitation

Each party agrees that it shall not solicit directly or indirectly (e.g., through a recruitment service) the other party's employees, agents, or subcontractors without the prior written consent of the party who is the employer. Each party further agrees that it shall not hire or contract with any of the other party's employees, agents, or subcontractors for a period of two (2) years following termination of employment with the other party without the prior written consent of the other party.

15. Waivers

No waiver of any provision of this Agreement shall be binding unless the waiver is in writing signed by the party against whom the waiver is asserted. The waiver or failure of either party to exercise in any aspect any right provided for in this Agreement shall not be deemed a waiver of any further or future right hereunder.

16. Severability

In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

17. Paragraph Headings

The headings in this Agreement are inserted for convenience only and are not deemed a part of this Agreement and shall not be considered in interpreting this Agreement.

18. Survival

The following sections shall survive termination of this Agreement for any reason and shall remain enforceable by the parties; sections regarding Proprietary Rights, Representations and Warranties, Indemnification, Limitation of Liability, Confidentiality, and State Flow Down Requirements.

19. Assignment and Successors

This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, neither party shall assign any of its rights nor delegate any of its obligations under this Agreement to any third party without the express written consent of the other; provided that, consent shall not be required in connection with the reorganization or merger of a party or the sale of such party's business or all or substantially all of its assets to a third party so long as the third party is bound by law or written agreements to all of the obligations of the assigning party under this Agreement.

20. California EMS Authority Special Terms and Conditions (flow down language)

Contractor is bound to MX in the same manner as MX is bound to the California EMS Authority contract provisions in this section.

Amendments

- This agreement with Cal EMS Agency allows for amendments to add time for completion of specified deliverables and/or to increase funding. Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services, if such approval is required.

Excise Tax

- The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

Force Majeure

- Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure", as used in this section, "Force Majeure" is defined as follows: unforeseen circumstances that make performance of the agreement impossible such as acts of war, civil unrest, acts of governments (such as changes in law), acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

License and Permits

- The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.
 - a. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Emergency Medical Services Authority (EMSA) a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
 - b. In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; Contractor agrees to provide EMSA with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

Inspection of Services

- Services performed by Contractor under this Agreement shall be subject to inspection by EMSA at any and all times during the performance thereof.
- If EMSA official conducting the inspection determines that the services performed by Contractor (and/or materials furnished in connection therewith) are not in accordance with the specification, EMSA may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereby.

Liability for Loss and Damages

- Any damages by the contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due contractor under this Agreement.

Right to Terminate

- The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

Settlement of Disputes

- In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Emergency Medical Services Authority, Director or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her designee shall be final.

Liability for Nonconforming Work

- The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.

Confidentiality of Data

- No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State. The contractor by acceptance of this Agreement is subject to all of the requirements of California Civil Code Sections 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

Agency Liability

- The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Federal General Terms and Conditions

- The Contractor will be required to comply with all applicable Federal Regulations and guidelines covered under:
 - a. 42 CFR 495 Subparts D and 45 CFR 75
 - b. Software and ownership rights:
 - 45 CFR 95.617
 - c. HITECH regulations:
 - 42 CFR 495 Subpart D is the HITECH regulations
 - d. Any other applicable federal regulations

Rights in Data

- In general, recipients own the rights in data resulting from a grant-supported project or program. However, the Notice of Award may indicate alternative rights, e.g., under a cooperative agreement or based on specific programmatic considerations as stated in the applicable program announcement or solicitation. Except as otherwise provided in the Notice of Award, any publications, data, or other copyrightable works developed under an HHS grant may be copyrighted without prior approval.
- For this purpose, "data" means recorded information, regardless of the form or media on which it may be recorded, and includes writings, films, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files, data processing or computer programs (software), statistical records, and other research data.
- Protected patient health information is not considered data for the purposes of this section.

Payments

- Milestone Payments as a reimbursement are allowed for services performed under this contract, not less than ten (10) percent of the contract amount shall be withheld pending final completion of the contract, and receipt and acceptance by EMSA of any final reports required under the contract. However, for those contracts that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task.
 - a. In State Travel

Contract funds can be used to pay the travel needed to meet the deliverables of the contract. Travel can only be in the state of California and only Department of Reimbursable at the State of California rates which can be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.
 - b. Out of State Travel

Out of State Travel will not be funded by this contract. If there is a need for the contractor to travel to or from the state of California, the cost will not be covered by the contractor and not paid for by state or federal funds.

Public Relations, Marketing, Presentations on +EMS SAFR

- EMSA will need to approve any press release, article, media interviews speaking engagements such as conference or workshops the contractor plans to do related to the contracted work for +EMS SAFR. Please notice EMSA in writing at least ten days prior to presentation or distribution for review and approval.

Acceptance Criteria

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

Other Reporting Requirements

- On a monthly basis, each Contractor will supply a progress report to EMSA.
- The Contractor will develop and provide ad hoc reports as deemed appropriate and necessary by the State and Federal Funding source.

State Responsibilities

- EMSA will have responsibility for project management and grant management for the +EMS program.
- EMSA will provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in the department's purchase document.
- Provide access to subject matter experts for consultation via the Statewide HIE in EMS Advisory Committee.

California Department of General Services General Terms and Conditions.

- The General Terms and Conditions, GTC 610, can be found at: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GIA-610-rev-072019.ashx?la=en&hash=5CAB8DE4D584FD00927B71FA5874A5C715D3926F>

Budget Contingency Clause

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor

or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

21. General


- (a) This Agreement contains the entire agreement between the parties and supersedes any negotiations, discussions, and agreements.
- (b) This Agreement may only be amended by a written amendment signed by both parties.
- (c) This Agreement shall be governed by and shall be construed in accordance with the laws of the California, without giving effect to the choice of law or conflicts of law provisions. Any dispute arising out of this Agreement shall be adjudicated solely in the applicable federal or state courts within the Alameda County, California.
- (d) This Agreement may be executed in multiple counterparts, all of which taken together shall constitute the whole agreement.

EMSA MX LEMSA MSA+SOW 10 2019

The undersigned, representing that they are duly authorized, have executed this Agreement on behalf of the Parties as of the Effective Date given above.

Manifest MedEx

**COUNTY OF FRESNO acting as the Central
California EMS Agency**


Paul Biberkraut (Apr 23, 2020)

Signature
Paul Biberkraut


Print Name

04/23/2020

Date


Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

SCHEDULE A

+EMS Services Agreement: LEMSA SOW

I. LEMSA RESPONSIBILITIES. Local Emergency Medical Services Agency (LEMSA) shall be responsible for the activities and deliverables outlined in Exhibit B, summarized as the following:

1.1. Project Administration and Management

- a. Create and co-lead local coordinating committee with HIO.
- b. Manage relationships, project management and completion of milestones with EMS Providers and ePCR vendors.
- c. Create and maintain service level agreements with EMS Providers in accordance with the California EMS Authority and Manifest Medex (MX) contracts.
- d. Manage and track payment to EMS Providers and ePCR vendors as milestones are completed .
- e. Assist MX with monthly and final reports to California EMS Authority.
- f. Escalate risks to MX when necessary.
- g. Develop preliminary value proposition with MX and HIO.

1.2. Workflow Development

- a. Develop and administer workflow curriculum and trainings for EMS Providers including superusers and other users.
- b. Oversee successful implementation and adoption of workflow trainings.

1.3. Milestone Documentation and Payment

- a. Assist with documentation of milestone achievement for EMS Providers within County (see below for list of EMS providers). The achievement of milestone means all EMS Providers and hospitals have met their milestone, as defined in Exhibit A. LEMSA will not be able to receive payment for a given milestone unless all EMS Providers and hospitals have met their respective milestone in a given county.
- c. LEMSA is responsible for providing to MX EMS Provider documentation of milestone completion for all milestones per the EMSA requirements. Through the LEMSA, EMS Providers must demonstrate successful achievement of a milestone by either attestation, usage reports and/or screenshot per approval by California EMS Authority.
- d. LEMSA is responsible for passing milestone payment onto ePCR vendors and EMS Providers within County upon receipt of milestone payment from MX. MX is not responsible for making payments to ePCR vendors or for LEMSA non-payment to ePCR vendor.

II. Definitions

- 2.1 "California EMS Authority" means the California Emergency Medical Services Authority or EMSA
- 2.2 "EMS Provider" means emergency medical services provider participating in this project.
- 2.3 "ePCR vendor" means the electronic patient care record ("eCPR") vendors used by emergency medical services providers within LEMSA's jurisdiction and participating in this project.
- 2.4 "MX" means Manifest Medex.
- 2.5 "LEMSA" means Local Emergency Medical Services Agency.

III. Term. The term shall commence on the Effective Date and shall remain in effect until the end date of the term of the contract entered into between MX and the California EMS Authority. The final program invoice is due to California EMS Authority by July 30, 2021.

- IV. Invoicing and Payment.** LEMSA shall submit monthly invoices to MX using the template in Attachment A. Upon receipt of payment by MX from California EMS Authority for completion of a given milestone, MX shall dispense payment to LEMSA within 30 days. MX payment to LEMSA shall be limited to that percentage attached to a given milestone, as outlined in Exhibit D to this document.

Exhibit A. California EMS Authority Milestones and Metrics (flow-down)

LEMMA agrees to accept the Milestones and Metrics outlined herein as flow down requirements and as a material requirement to proceed with this SOW:

The following are measurable milestone objectives for each Emergency Ambulance Provider and EMS Receiving Hospital, HIO and/or LEMSA.

1) Milestone 1-a Adoption Phase 1: Initiate Participation in EMS SAFR

- Contract with MX that will serve as the “hub” for patient query information. Alternative “hub” functionality may serve as the methodology to achieve SEARCH functionality.
- Identify the specific EMS providers and hospitals that will be on-boarded.
- Develop service agreements for health information exchange on-boarding with each respective EMS SAFR participant.

Milestone 1-b Adoption Phase 2: Testing SEARCH and ALERT

- Demonstrate successful Adoption of SEARCH and ALERT functions among all stakeholders in production. Success is defined as at least one SEARCH with a patient match, retrieval of health information for at least one matched patient, and ALERT reporting of important patient information for at least one patient on a hospital ED dashboard. The metric is measured per participant.

2) Milestone 2 Exchange: SEARCH and ALERT

- Demonstrate SEARCH functionality with a minimum of 50% usage and 30% match success, or retrieval success, by paramedics of identified pre-hospital patients for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times, for which a patient is searched for, and a patient is successfully identified or for which information is successfully retrieved from MX or other clinical system by the ePCR, divided by the number of new patient encounters created in the ePCR during a 1 month period. The metric is measured per participant.
- Demonstrate ALERT functionality with a minimum of 80% usage (on patients to be transported to a defined hospital) for 3 consecutive months (measured on a monthly basis). Success is defined as at least 1 patient match, retrieval of health information for at least 1 matched patient, and reporting of critical patient information for at least 1 patient in a hospital ED dashboard. The metric is measured per participant.

3) Milestone 3 Interoperability: FILE and RECONCILE

- Demonstrate FILE functionality with a minimum of 40% usage per record (on transported patients to a defined hospital) for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record created in the ePCR is successfully transmitted to the HIO and/or hospital EHR, matched to a patient, and incorporated as structured information. The metric is measured per participant.
- Demonstrate RECONCILE functionality with a minimum of 40% usage per record (on transported patients) for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record (ADT) is successfully transmitted from the hospital EHR to the ePCR, matched to a patient and encounter, and incorporated as structured information. Hospital discharge summaries also qualify and are encouraged. The metric is measured per participant.

4) Milestone 4 Data and Analytics Phase: Achievement Measurement

- Evaluate and report usage during the (SEARCH and ALERT), and the (FILE and RECONCILE) phases on a monthly basis.
- Submit prehospital data and hospital outcome information on matched patients to EMSA.
- Evaluate performance measures that involve pre-hospital and hospital data elements.
 - a. Outcome Measurements should be proposed by the LEMSA
 - b. EMS Core Measures
 - c. EMS Provider Primary Impression-Diagnosis Accuracy
 - d. EMT Provider Primary Impression Treatment Protocol Compliance

- MX will prepare and submit to EMSA a final report documenting the project objectives, milestones, and overall accomplishments will be due to EMSA by September 30, 2021, EMSA will provide MX with a final report template by June 30, 2021.

MX will prepare and submit to EMSA a Final Invoice received no later than 30 days after services have been rendered.

Health Information Technology for +EMS Metrics Summary

Type	Measurements	Usage Threshold
STRUCTURE (Adoption)	<u>Connections Made (Adoption)</u> <ul style="list-style-type: none"> • % Emergency Ambulance Providers • % of EMS Receiving Hospitals • HIE/HIO Connected (for SEARCH Query) 	80% 80% Yes
PROCESS (Exchange and Interoperability)	<u>Search (Exchange)**</u> <ul style="list-style-type: none"> • % Usage • % Patient Match • % CCD Returned • POLST Record Returned <ul style="list-style-type: none"> ○ EMS ○ Hospital <u>Alert (Exchange)</u> <ul style="list-style-type: none"> • % Usage Dashboard Display • Evaluate Drug-Drug and Drug-Allergy interactions (by Hospital) <u>File (Interoperability)</u> <ul style="list-style-type: none"> • % Records Filed in Structured Format <u>Reconcile (Interoperability)</u>	50% 30% -- -- HIE MU Stage 3 (M3) 80% Required Clinical Decision Support MU Stage 3 (M2) HIE MU Stage 3 (M2) 40% Required

	<ul style="list-style-type: none"> • % Records (ADT and hospital discharge summaries) returned to ePCR System 	40%
OUTCOME	<p><u>% Primary Impression - Diagnosis Agreement (ADT-DG1 segments where PV2-12 = "E")</u> <u>(Consider Over Triage and Under Triage components)</u></p> <ul style="list-style-type: none"> • Trauma • Heart Attack/STEMI • Stroke • Sepsis • Diabetic Emergency • Respiratory Distress • Other (As Proposed) <p><u>% Patients Transported to ED Disposition (PV1-36)</u></p> <ul style="list-style-type: none"> • Admitted • Discharged • Transferred <p><u>% Protocol Compliance (If DG1, then test Pre-Hospital Treatment protocols)</u></p> <ul style="list-style-type: none"> • Trauma • Heart Attack/STEMI • Stroke • Sepsis • Diabetic Emergency • Respiratory Distress • Other (As proposed) <p><u>Time in Hospital</u></p> <ul style="list-style-type: none"> • Admission Date (ADT PV1-44) • Discharge Date (ADT PV1-45) <p><u>Core Measures and Dashboard for Interventions</u></p> <ul style="list-style-type: none"> • Trauma • Heart Attack/STEMI • Stroke • Sepsis 	

	<ul style="list-style-type: none"> • Diabetic • Opioid Overdose • Other (As proposed) 	<p>Clinical Decision Support MU Stage 3 (M1) - 5 Measures Required</p>
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Exhibit B. Timeline of LEMSA Activities and Deliverables

Note that timeline is subject to change.

Activity	Timeline
Milestone 1-a: Adoption Phase: Initiate	Q4 2019-Q1 2020
A. Engagement	
Internal kick-off with MX and HIOs	Q4 2019
Develop preliminary value proposition with other participants	Q4 2019-Q1 2020
Identify of points of contact and project champions at EMS Providers and ePCR vendors	Q4 2019
Create local coordinating committee and lead kickoff with HIOs	Q1 2020
Monthly local coordinating committee check-ins	Q4 2019-Q1 2020
Bi-weekly check-ins with EMS Providers and ePCR vendors	Q4 2019-Q1 2020
Bi-weekly check-ins with MX	Q4 2019-Q1 2020
B. Training & Knowledge Transfer	
Introductory workshops with EMS and hospital CIOs	Q1 2020
Identify superusers and users for workflow training on-site	Q4 2019-Q1 2020
Development of EMS provider workflows	Q4 2019-Q1 2020
Development of EMS provider workflow curriculum	Q4 2019-Q1 2020
C. Technical	

Attend kickoff meeting with hospitals, EMS, HIOs	Q4 2019-Q1 2020
Assist MX Technical team with documentation/confirmation of technical requirements; design finalization; design sign-off	Q4 2019-Q1 2020
Weekly Technical checkpoint meeting	Q4 2019-Q1 2020
Validate technical requirements for EMS workflow	Q4 2019-Q1 2020
D. Project Administration	
Execute SLAs with MX	Q4 2019-Q1 2020
Execute SLAs with EMS Providers	Q4 2019-Q1 2020
Assist MX with execution of SLAs with EMS Providers	Q4 2019-Q1 2020
Risk identification and mitigation	Q4 2019-Q1 2020
E. Invoicing & Milestone Completion	
Submit monthly LEMSA invoice in a timely manner	Q4 2019-Q1 2020
Submit monthly ePCR and EMS invoices in a timely manner	Q4 2019-Q1 2020
Assist with documentation and analysis of milestone progress, submission of monthly reports, EMS milestone achievement, and invoices to Cal EMSA	Q4 2019-Q1 2020
F. Milestone Completion	
Ensure the successful achievement of Milestone 1a for all participants in the region	Q4 2019-Q1 2020
Milestone 1-b: Adoption Phase 2: Testing	Q1 2020-Q2 2020
A. Engagement	
Monthly local coordinating committee check-ins	Q1 2020-Q2 2020
Bi-weekly check-ins with EMS Providers and ePCR vendors	Q1 2020-Q2 2020
Bi-weekly check-ins with MX	Q1 2020-Q2 2020
B. Training & Knowledge Transfer	
Development of hospital workflow training curriculum	Q1 2020
Development of workflow trainings	Q2 2020
Administer workflow training to EMS Providers	Q2 2020
C. Technical	
Provide support to testing and deployment	Q1 2020-Q2 2020
Weekly Technical checkpoint meeting	Q1 2020-Q2 2020
D. Project Administration	
Risk mitigation and identification	Q1 2020-Q2 2020

E. Invoicing & Milestone Completion	
Submit monthly LEMSA invoice in a timely manner	Q1 2020-Q2 2020
Submit monthly ePCR and EMS invoices in a timely manner	Q1 2020-Q2 2020
Assist with documentation and analysis of milestone progress, submission of monthly reports, EMS milestone achievement, and invoices to Cal EMSA	Q1 2020-Q2 2020
F. Milestone Completion	
Ensure the successful achievement of Milestone 1b for all participants in the region	Q1 2020-Q2 2020
Milestone 2: Exchange	Q3 2020-Q4 2020
A. Engagement	
Monthly local coordinating committee check-ins	Q3 2020-Q4 2020
Bi-weekly check-ins with EMS Providers and ePCR vendors	Q3 2020-Q4 2020
Bi-weekly check-ins with MX	Q3 2020-Q4 2020
B. Training & Knowledge Transfer	
Review of workflow training curriculum	Q3 2020-Q4 2020
C. Technical	
Weekly Technical checkpoint meeting	Q3 2020-Q4 2020
D. Project Administration	
Risk mitigation and identification	Q3 2020-Q4 2020
E. Invoicing & Milestone Completion	
Submit monthly LEMSA invoice in a timely manner	Q3 2020-Q4 2020
Submit monthly ePCR and EMS invoices in a timely manner	Q3 2020-Q4 2020
Assist with documentation and analysis of milestone progress, submission of monthly reports, EMS milestone achievement, and invoices to Cal EMSA	Q3 2020-Q4 2020
F. Milestone Completion	
Ensure the successful achievement of Milestone 2 for all participants in the region	Q3 2020-Q4 2020
Milestone 3: Interoperability	Q1 2021
A. Engagement	
Monthly local coordinating committee check-ins	Q1 2021
Bi-weekly check-ins with EMS Providers and ePCR vendors	Q1 2021

Bi-weekly check-ins with MX	Q1 2021
B. Project Administration	
Risk mitigation and identification	Q1 2021
C. Invoicing & Milestone Completion	
Submit monthly LEMSA invoice in a timely manner	Q1 2021
Submit monthly ePCR and EMS invoices in a timely manner	Q1 2021
Assist with documentation and analysis of milestone progress, submission of monthly reports, EMS milestone achievement, and invoices to Cal EMSA	Q1 2021
D. Milestone Completion	
Ensure the successful achievement of Milestone 3 for all participants in the region	Q1 2021
Milestone 4: Data Analytics	Q4 2019-Q1 2021
Submit prehospital data from EMS providers on matched patients to MX	Q4 2019-Q1 2021
Report to MX on usage on Search, Alert, File, Reconcile	Q4 2019-Q1 2021
Provide resource to assist in the collection of metrics from +EMS Participant	Q4 2019-Q1 2021
Assist MX in evaluating performance measures on prehospital and hospital outcome data	Q4 2019-Q1 2021

Exhibit C. List of Participants within LEMSA jurisdiction.

EMS Provider	ePCR Vendor	County
American Ambulance of Fresno	SIMON	Fresno County
American Ambulance of Visalia	SIMON	Tulare County

Hospital	EHR Vendor	County
Community Regional Medical Center	EPIC	Fresno County
Community Medical Center Clovis	EPIC	Fresno County

Exhibit D. LEMSA Milestone Payment Fee Schedule**Fresno County**

Milestone	Total LEMSA payment amount	LEMSA portion	ePCR vendor amount	EMS amount	Anticipated Milestone Completion Date
Milestone 1-a (30% of total award)	\$32,985.00	\$14,647.50	\$12,712.50	\$5,625.00	Q4 2019
Milestone 1-b (20% of total award)	\$21,990.00	\$9,765.00	\$8,475.00	\$3,750.00	Q2 2020
Milestone 2 (15% of total award)	\$16,492.50	\$7,323.75	\$6,356.25	\$2,812.50	Q4 2020
Milestone 3 (15% of total award)	\$16,492.50	\$7,323.75	\$6,356.25	\$2,812.50	Q1 2021
Milestone 4 (20% of total award)	\$21,990.00	\$9,765.00	\$8,475.00	\$3,750.00	Q2 2021
Total	\$109,950.00	\$48,825.00	\$42,375.00	\$18,750.00	

Tulare County

Milestone	Total LEMSA payment amount	LEMSA portion	ePCR vendor amount	EMS amount	Anticipated Milestone Completion Date
Milestone 1-a (30% of total award)	\$32,985.00	\$14,647.50	\$12,712.50	\$5,625.00	Q4 2019
Milestone 1-b (20% of total award)	\$21,990.00	\$9,765.00	\$8,475.00	\$3,750.00	Q2 2020
Milestone 2 (15% of total award)	\$16,492.50	\$7,323.75	\$6,356.25	\$2,812.50	Q4 2020
Milestone 3 (15% of total award)	\$16,492.50	\$7,323.75	\$6,356.25	\$2,812.50	Q1 2021
Milestone 4 (20% of total award)	\$21,990.00	\$9,765.00	\$8,475.00	\$3,750.00	Q2 2021
Total	\$109,950.00	\$48,825.00	\$42,375.00	\$18,750.00	

SAMPLE INVOICE

Participant Name

Street Address

City, ST ZIP Code

Phone: Phone Fax: Fax

Invoice # 100

Date: Date

To:

Manifest Medex

6001 Shellmound St Suite 500

Emeryville, CA 94608

(510) 683-1323

Comments or special instructions:

Invoice for EMS Program, Milestone 1a

Milestone (Example: 1a – Adoption Phase 1: Initiate, Milestone 3 – Interoperability)	Participant Name	Describe milestone achievement documentation provided	Milestone payment amount	TOTAL
TOTAL Due				

Make all checks payable to J2 Interactive

If you have any questions concerning this invoice, contact Mandar Sankholkar Sr. Program Manager at Manifest MedEx, (551) 404-3173, Mandar.Sankholkar@manifestmedex.org