

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

944



FROM: Community Health Agency / Department of Public Health

SUBMITTAL DATE:
August 12, 2010

SUBJECT: Ratify the Agreement between the County of Riverside Emergency Medical Services (EMS) Agency and the State of California Emergency Medical Services Authority (EMSA) for the Regional Disaster Medical Health Specialist (RDMHS) Grant.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the Standard Agreement (STD 213) between the County of Riverside Emergency Medical Services (EMS) Agency and the California Emergency Medical Services Authority (EMSA) from July 1, 2010 – June 30, 2011 in the amount of \$120,000; and
- 2) Authorize the Chairperson to sign two (2) originals of said Agreement on behalf of the County.

BACKGROUND: The California State Office of Emergency Services (OES) designated six regions responsible for the overall coordination of disaster mutual aid. Riverside County is

(continued on page 2)

KS:nm

Susan Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 120,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% State funding through the California Emergency Medical Services Authority.

Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
Requires 4/5 Vote	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Debra Courmoyer

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 8/12/10
Departmental Concurrence
Policy ☒ Policy ☒
Consent ☐ Consent ☐
Dept's Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: 12/16/08, Item 3.17;
12/08/09, Item 3.11

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.24

SUBJECT: Ratify the Agreement between the County of Riverside Emergency Medical Services (EMS) Agency and the State of California Emergency Medical Services Authority (EMSA) for the Regional Disaster Medical Health Specialist (RDMHS) Grant.

BACKGROUND: (continued)

within Region VI, which includes San Bernardino, San Diego, Imperial, Inyo and Mono counties. According to California Health and Safety Code §1797.152, each Region has a Regional Disaster Medical Health Coordinator (RDMHC) and a Regional Disaster Medical Health Specialist (RDMHS) to facilitate medical mutual aid planning and coordination.

The RDMHC position is a volunteer position nominated by the medical/health professionals within a Region. The nomination is approved by the Directors of EMSA and the California Department of Public Health (CDPH). The Riverside County Community Health Agency Director, Dr. Eric Frykman, is currently the RDMHC for Region VI.

The RDMHS position is a paid position that is housed in Riverside County but funded by the California Emergency Medical Services Agency (EMSA) to support the activities of Dr. Frykman (RDMHC) and the Region. The RDMHS functions to plan, develop and integrate the medical/health response system, in coordination with County staff, throughout the Region.

This grant will support salary and benefits for the RDMHS, travel, and general office support.

FINANCIAL INFORMATION: 100% State funding through the California Emergency Medical Services Authority (EMSA).

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

EMS-1057

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Emergency Medical Services Authority

CONTRACTOR'S NAME

Riverside County EMS Agency

2. The term of this Agreement is: July 1, 2010 through June 30, 2011

3. The maximum amount of this Agreement is: \$ 120,000.00
One-Hundred-Twenty Thousand Dollars and no/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 5 page(s)

Exhibit B – Payment Provisions 1 page(s)

Exhibit B-1 – Budget Detail/Narrative 3 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 6 page(s)

☐ Exhibit - D* Special Terms and Conditions page(s)

Exhibit E – Additional Provisions 1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County EMS Agency

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chairman, Board of Supervisors, Marion Ashley

ADDRESS

4080 Lemon Street, 14th Floor
Riverside, CA 92501**STATE OF CALIFORNIA**

AGENCY NAME

Emergency Medical Services Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

R. Steven Tharratt, MD, MPVM, Director

ADDRESS

1930 9th Street, Sacramento, CA 95811**California Department of General
Services Use Only**☐ Exempt per:

Exhibit A
(Standard Agreement)

Background:

The medical disaster response program is one of the eight basic components of an emergency medical system as defined in Section 1797.151 of Division 2.5 of the Health & Safety Code.

1797.151. The authority shall coordinate, through local Emergency Medical Services (EMS) agencies, medical and hospital disaster preparedness with other local, state, and federal agencies and departments having a responsibility relating to disaster response, and shall assist the Office of Emergency Services in the preparation of the emergency medical services component of the State Emergency Plan as defined in Section 8560 of the Government Code.

The Regional Disaster Medical Health Coordinator (RDMHC) role, as authorized by Section 1797.152 of Division 2.5 of the Health & Safety Code is to coordinate the intra-regional medical and health mutual aid response in the event of a disaster. The RDMHC serves as a volunteer, and the state funding is not available for support of these duties. The EMS Authority does provide funding to support a RDMHS position in a county local EMS agency within each region. The role of the RDMHS includes assisting the RDMHC in developing and implementing the regional medical/health mutual aid system and in assisting in the development of county/operational area medical and health response plans.

Introduction:

In Riverside County, the Regional Disaster Medical Health Specialist (RDMHS) will continue to manage and improve the Region VI medical and health mutual aid and mutual cooperation systems; coordinate medical and health resources; support development of the Operational Area Medical and Health Disaster Response System; provide staff support to the Regional Disaster Medical Health Coordinator (RDMHC), and support the State medical and health response system through the development of information and emergency management systems. Region VI consists of the following counties: Riverside, San Bernardino, Imperial, Inyo, Mono, and San Diego.

The duties of the Regional Disaster Medical Health Coordinator (RDMHC) and Regional Disaster Medical Health Specialist (RDMHS) are complementary in nature. This is consistent with the policy of the Emergency Medical Services Authority (EMSA) that under normal circumstances, the RDMHS and the RDMHC are located in the same County.

The RDMHS is housed within the Public Health Emergency Preparedness and Response Branch (PHEPR) in the Department of Public Health/LEMSA. This position will work with Region VI staff to achieve the objectives outlined in the RDMHS scope of work for FY 10/11. The ultimate goal for the RDMHS will be to improve the coordination and response for medical/health activities and resources in the region. The RDMHS will also function under the direction of the RDMHC during an event. The RDMHS will participate in CDPH and EMSA planning, exercises, committees and other regional CDPH/EMSA designated activities as outlined in the Scope of Work.

Project Description:

Working closely with the California EMS Authority, the California Department of Public Health, local and regional public safety agencies, and planning and response organizations, project staff will work to develop improved evaluation, planning, preparedness, response, recovery, and mitigation for all types of medical and health disasters.

Exhibit A
(Standard Agreement)

Contractor agrees to:

1. Participate in the development and implementation of Emergency Medical Services Authority (EMSA) and California Department of Public Health (CDPH) related plans, manuals, guides, and other operational components. All such plans, manuals, guides, and other operational components will be approved by EMSA and CDPH prior to implementation.
 - Task 1.1 Develop a working knowledge of the following documents as they are approved and distributed. Demonstrate this knowledge by identifying how the topic was communicated and briefed with regional stakeholders in planning, meetings, and exercise evaluation activities.
 - 1.1.1 California Disaster Medical Response Plan (CDMRP).
 - 1.1.1.1 California Medical Mutual Aid Plan (Annex A to the CDMRP).
 - 1.1.2 California Disaster Medical Operations Manual (CDMOM).
 - 1.1.3 Interim California Disaster Health Operations Manual (CDHOM).
 - 1.1.4 Draft Field Treatment Site Guidelines.
 - 1.1.5 California Healthcare Surge Project – Standards and Guidelines for Healthcare Surge During Emergencies.
 - 1.1.6 State Strategic National Stockpile (SNS) Operations Plan.
 - 1.1.6.1 SNS Local Guidance.
 - 1.1.7 State CHEMPACK Operations Plan.
 - 1.1.8 Statewide Pandemic Influenza Plan.
 - 1.1.8.1 Antiviral and Vaccine Distribution Plan.
 - 1.1.9 California Emergency Medical Services (EMS) Systems Standards and Guidelines – Disaster Section (under revision).
 - Task 1.2 Support the integration of the CDMOM and the Interim CDHOM in to the California State Emergency Function (EF) 8 – Public Health and Medical plan.
 - 1.2.1 Participate on CDHOM workgroup as requested by CDPH. Review and provide comments to CDPH on CDHOM documents in order to expand the CDMOM into an EF 8 plan (Regions I and II only).
 - 1.2.2 Utilize approved processes in the Interim CDHOM in ongoing drills and exercises with operational areas.
 - Task 1.3 Participate in local pharmaceutical cache, CHEMPACK, SNS, and Cities Readiness Initiative (CRI) planning within your Region as directed by CDPH.
 - 1.3.1 Participate in monthly SNS conference calls when available.
 - 1.3.2 Attend, when possible, local SNS and CRI Assessments.
 - 1.3.3 Participate in the coordination of CHEMPACK, SNS, and CRI training and exercises within your region.
 - 1.3.4 Assist, in the region and operational areas, with the development and implementation of CHEMPACK, SNS, and CRI activation and deployment plans.
 - 1.3.5 Assist in facilitating training for maintenance of cyanide antidotes and Diethylenetriamine Pentaacetic Acid (DTPA) caches.
 - Task 1.4 Provide technical assistance to CDPH/EMSA and local health departments on H1N1 After Action Report and Improvement Plan activities.

Exhibit A
(Standard Agreement)

- Task 1.5 Participate on Medical Shelter Project Workgroup as requested by CDPH. Review and provide comments to CDPH on Medical Shelter documents (Region VI only).
- Task 1.6 Assist the State to further develop and strengthen the role of the Medical Health Operational Area Coordinator (MHOAC) within the Region.
- 1.6.1 Assist EMSA and CDPH in the ongoing development and implementation of MHOAC training, to include the creation of a MHOAC Manual and Orientation Packet.
 - 1.6.2 Assist in identifying a MHOAC point of contact in each operational area.
 - 1.6.3 Provide local MHOAC training for the identified MHOAC and Operational Area personnel responsible for disaster planning and response utilizing the standardized MHOAC Power Point presentation.
- Task 1.7 Work with EMSA Response Unit personnel to identify potential sites for State medical and health mobilized assets (e.g. Mobile Field Hospitals, Disaster Medical Support Units) throughout the Region.
- Task 1.8 Assist in the development of medical and health planning, preparation and coordination at the operational area (OA) and regional response levels.
- 1.8.1 Conduct a minimum of three Regional meetings during the contract period for the purpose of medical and health systems planning, coordination, training, and information sharing; bringing together the Regional Disaster Medical Health Coordinator (RDMHC), Regional MHOACs and other medical and health planning partners such as Local Health Officers, Public Health Emergency Preparedness Coordinators, OA emergency management, ambulance and health care providers, California Hospital Association (CHA) Regional Representative, CDPH Regional Project Officer, fire service, law enforcement, volunteer agencies, Salvation Army, American Red Cross, and others as appropriate. (Calendar of meetings to be forwarded to EMSA and CDPH by August 31, 2010.)
 - 1.8.2 Verify and update regional medical and health emergency contact lists monthly and submit to EMSA and CDPH by close of business on the last workday of the month. These contacts are limited to Regional Disaster Medical Health Coordinator, local health officers, Medical Health Operational Area Coordinators, and public health emergency contacts.
 - 1.8.3 Participate in the local Mutual Aid Regional Advisory Committee (MARAC) meetings and represent the RDMHC as requested.
 - 1.8.4 Participate in the planning and exercise activities of the Bay Area Urban Area Security Initiative (UASI) Program, to include the Patient Movement Project (Region II only).
 - 1.8.5 Participate in the Association of Bay Area Health Officers Pan Flu workgroup as requested by the Region (Region II only).
 - 1.8.6 Participate in the planning and exercise activities of the Riverside/Ontario/San Bernardino UASI Program (Region VI only).
 - 1.8.7 Coordinate the California/Nevada Border Counties Workgroup (Region IV only). Regions III and VI to participate in workgroup by conference call.
 - 1.8.8 Participate in Southern California Catastrophic Earthquake Preparedness Project (Regions I, V and VI).
 - 1.8.9 Participate in the monthly Local Public Health Emergency Preparedness and Hospital Preparedness conference calls as available.

Exhibit A
(Standard Agreement)

2. Support the Regional Disaster Medical and Health Coordinator (RDMHC) activities in planning and response to local, state, and national emergencies. These activities are to be supported with or without an appointed RDMHC.
 - Task 2.1 Promote the use of the Standardized Emergency Management System (SEMS) for medical and health resource ordering and tracking processes and procedures.
 - Task 2.2 Assist in locating, mobilizing, and deploying medical and health resources at the request of State officials in support of resource requests from other impacted regions and/or requests for medical and health mutual aid resources within the region.
 - 2.2.1 Prepare and provide regional coordination of medical and health response consistent with SEMS, the State Emergency Plan, and other plans and policies of the state.
 - 2.2.2 Provide technical assistance to the operational areas, state agencies, and others as appropriate upon request.
 - Task 2.3 Provide MHOAC Emergency Resource Directories (ERD) template and technical assistance to Operational Areas as needed (Region IV to lead development of Resource Directory).
3. Participate in regional and statewide exercises and other significant medical and health related training and exercises authorized by EMSA and/or CDPH.
 - Task 3.1 Participate on the state workgroup for 2010 Statewide Medical and Health Exercise (representative to be agreed upon by EMSA and CDPH).
 - Task 3.2 Participate in Regional planning and post-exercise evaluation activities related to medical and health resource acquisition and coordination for the CalEMA Golden Guardian Exercise.
 - 3.2.1 Attend local planning meetings.
 - 3.2.2 Participate in the 2011 Golden Guardian Exercise performing the roles and responsibility of assisting the RDMHC during an actual disaster, including the coordination of medical and health mutual aid.
 - Task 3.3 Participate in quarterly drills described in the EMSA annual training and exercise plan.
 - Task 3.4 Attend conferences as requested by CDPH and/or EMSA, as budgets allow.
 - Task 3.5 Provide an After Action Report/ Improvement Plan (AAR/IP) or an exercise assessment following participation in local medical and health disaster exercises.
 - 3.5.1 When the RDMHS is the exercise sponsor, leader, or facilitator; submit an exercise After Action Report/ Improvement Plan in HSEEP format to EMSA no later than 60 days following the exercise.
 - 3.5.2 For those exercises or real events in which the RDMHS is a participant, the RDMHS will complete and submit to EMSA their assessment of the exercise within 60 days. The assessment may be submitted via the Meeting/Trip/Exercise Assessment report form.
4. Participate in State/Regional planning with the EMSA and/or CDPH.
 - Task 4.1 Participate in four quarterly onsite RDMHS meetings convened by EMSA, (calendar to be set by July 31, 2010). Notify the EMSA RDMHS Program lead prior to any meeting that cannot be attended in person. If the RDMHS is unable to attend, the RDMHS is to contact the EMSA RDMHS Program lead afterward to receive a briefing regarding meeting content, assignments or action items.

Exhibit A
(Standard Agreement)

- Task 4.2 Participate in monthly RDMHS conference calls, (calendar to be set by July 31, 2010). Notify the EMSA RDMHS Program lead prior to any call that cannot be attended in person. If the RDMHS is unable to participate on the call, the RDMHS is to contact the EMSA RDMHS Program lead afterward regarding meeting content, assignments or action items.
- Task 4.3 Participate in the EMSA/CDPH/RDMHS information and resource management workgroup, attending onsite meetings and participating in conference calls as requested by EMSA/CDPH.
- Task 4.4 Submit quarterly progress reports as required in the EMSA RDMHS Policy Manual, revised July 2008.
- Task 4.5 Based on individual program budgets, participate in medical and health disaster related courses that will assist in carrying out the RDMHS' planning and response duties in the Region and regional operational areas as authorized by the EMSA RDMHS Program lead in coordination with CDPH as necessary.
5. Participate on working/advisory committees as authorized by EMSA in conjunction with CDPH. RDMHS has the responsibility to discuss assignments with the EMSA RDMHS Program lead prior to accepting assignments. Before assigning or authorizing the RDMHS committee work, the EMSA RDMHS Program lead will contact the RDMHS to assess their workload and EMSA's or CDPH's respective priorities and time commitments, and will coordinate assignments with CDPH.
 6. Support the RDMHS Program's computer and IT needs (e.g., development of the Situation Report tool, contact list tool) (Region V only).
 7. Develop Regional Patient Distribution Plan (Region III only). Coordinate plan with Bay Area UASI project.
 8. Perform other regional activities related to emergency response efforts as needed. Any such activities are contingent upon approval of the RDMHS's supervisor within the contracting LEMSA and within the approved budget parameters. These activities shall not exceed 5% of the RDMHS's duties, except during an emergency response.

The project representatives during the term of this agreement will be:

State Agency: Emergency Medical Services Authority	Contractor: Riverside County EMS Agency
Name: Jody Durden	Name: Bruce Barton, Director
Phone: (916) 322-4336, ext. 416	Phone: (951) 358-5029
Fax: (916) 323-4898	Fax: (951) 358-5160

Direct all inquiries to:

State Agency: Emergency Medical Services Authority	Contractor: Riverside County EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Tim De Herrera	Attention: Bruce Barton, Director
Address: 1930 9 th Street, Sacramento, CA 95811	Address: P.O. Box 7600 Riverside 92513-7600
Phone: (916) 322-4336, ext. 422	Phone: (951) 358-5029
Fax: (916) 322-1441	Fax: (951) 358-5160

**Exhibit B
(Standard Agreement)**

PAYMENT PROVISIONS

1) Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget in Exhibit B-1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number, period covered, all backup documentation and shall be submitted not more frequently than monthly in arrears to:

**Tim De Herrera, Contract Analyst
Emergency Medical Services Authority
1930 9th Street
Sacramento, CA 95811**

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

2) Budget Contingency Clause

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

3) Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Exhibit B-1
(Standard Agreement)**

BUDGET CATEGORIES	STATE GENERAL FUND	TOTAL
Personnel	\$70,219	\$70,219
Fringe Benefits (37%)	\$25,981	\$25,981
Accounting		
Communications	\$1,560	\$1,560
Equipment	\$0	\$0
Legal Expense	\$0	\$0
Maintenance & Repairs	\$0	\$0
Materials & Supplies	\$500	\$500
Memberships & Subscriptions	\$0	\$0
Printing & Reproduction	\$200	\$200
Professional Services (Consultants)	\$0	\$0
Space	\$3,541	\$3,541
Training	\$0	\$0
Travel	\$0	\$0
In-State	\$6,590	\$6,590
Out-of-State	\$500	\$500
Total Direct Costs	\$109,091	\$109,091
Administrative/Indirect 10% of Total Direct Costs	\$10,909	\$10,909
TOTAL COSTS	\$120,000	\$120,000

**Exhibit B-1
(Standard Agreement)**

Budget Detail/Narrative

Personnel: \$70,219

In Riverside County, the RDMHS will plan, develop, and coordinate multi-hazard emergency response and recovery activities as outlined in the FY 10/11 Scope of Work and in support of Region VI. The RDMHS will also work with the RDMHC and receive policy guidance and direction from the RDMHC, the EMS Agency, CDPH, and the Governor's Office of Emergency Services (OES) regional Headquarters and the Region's Operational Areas (OA) concerning regional issues. Policy guidance and direction will also be provided by the EMS Authority in coordination and cooperation with the California Department of Public Health (CDPH), Emergency Preparedness office.

Stuart Long Emergency Services Coordinator, 1.0 FTE
Regular hours 2080 @ \$33.7593/hrs

Fringe Benefits: \$25,981

Fringe Benefits include the following: Retirement, health insurance, dental insurance, SDI/short term disability, life insurance, and Worker's Compensation. Presently the County of Riverside benefit rate is approximately 44.996%, which exceeds the 37% that is allowed by EMSA; therefore, the excess fringe benefit cost for the Emergency Services Coordinator will be paid by Riverside County.

Unemployment Insurance	0.00450
Retirement - General	0.20698
Social Security	0.05955
Medicare Amount	0.01450
Long Term Disability	0.00152
Health Insurance	0.13536
Deferred Compensation	0.00554
Life Insurance	0.00196
Optical Insurance	0.00017
Retiree Health Insurance	0.00000
Short Term Disability	0.00638
Workers Compensation	0.01350
Total	44.996
FY09/10 Fringe Benefit Rate	44.996%

Total fringe benefits @ 37% @ \$25,981

Communications: \$ 1,560

Blackberry cell phone service \$ 70 @ 12 Months = \$840
Desk telephone \$ 50 @ 12 Months = \$600
Pager service \$ 10 @ 12 Months = \$120

**Exhibit B-1
(Standard Agreement)**

Materials & Supplies: \$ 500

Office Supplies, includes cost of paper, ink, pens, paperclips, tape, day planner, pencils, mailings, desk accessories, calendar, and toner for printers.

Printing & Reproduction: \$ 200

Costs to support printing of business cards for the RDMHS, forms and informational literature for surge capacity, CD-MOM/CD-HOM and other operational materials as outlined in the FY 10/11 Scope of Work.

Space: \$ 3,541

Rent for workstation located at 3900 Sherman Way, Suite H, Riverside, California 92503.

This facility is a privately owned building leased by the County of Riverside. A standard cubicle is 12 ft X 12 ft. + 87.38 sq ft. common space (232 sq ft total) at \$2.30 per square foot (\$532 a month) for 12 months = \$ 6,386 per year. The County of Riverside will pay the cost for the leased space that is in excess of the budgeted amount.

Travel: In-State \$ 6,590

Out-of-State \$ 750

In-State:

Mileage to attend meetings and conduct EMSA/CDPH/Region VI business; 4,000 miles @ 0.50/per mile = \$2,000

RDMHS meetings in Sacramento to collaborate and share information across the regions and to receive guidance from EMSA and CDPH EPO as outlined in the FY 10/11 Scope of Work. These meetings will also enhance regional and statewide coordination efforts. Travel includes airfare to Sacramento @ \$340/per trip x 10 trips = \$3,400; accommodations @ \$140/per night for 6 nights (1 night per trip for 6 trips) = \$840; shuttles and parking is estimated @ \$350/year.

Out-of-State:

Conference fee of \$500 for National Disaster Medical System (NDMS) conference. Travel arrangements and cost for the NDMS conference are covered by another funding source.

Administrative/Indirect Cost: \$10,909

10% of the total direct charges of the RDMHS Budget will cover the cost of County expenses, such as OASIS services (County financial system), legal expenses, fiscal services, information technology support, purchasing support and contract support.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **The Contract Analyst** for the State EMS Authority is **Tim De Herrera**. Any questions regarding the contract, including, but not limited to: Budget Revisions, Invoices, Contract Advance Payments, Reports, etc. may be directed to his attention.
2. **Budget Revisions:** The Contractor may make minor adjustments in the budget without prior authorization, however, the amount of total adjustments cannot exceed \$2,000 for the period of the contract and the total authorized cannot be exceeded.

If the Contractor wishes to make a budget revision which exceeds \$2,000, the Contractor must submit a written request with an explanation of the need and a revised budget summary and a budget detail/narrative which specifically identifies the line item(s) to be reduced in order to increase the excess line item(s). The State must approve such revisions in writing prior to their implementation. In no event will the budget total authorized as specified in this Agreement be exceeded.

3. **Contract Amendments:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All requests for amendments to the contract must be received by the EMS Authority at least thirty (30) days prior to the effective date of the change. The EMS Authority must approve such revisions in writing prior to their implementation. **No amendments may be made after the contract termination date.**
4. **Travel:** For any travel outside the State of California for which the Contractor seeks reimbursement under this Agreement, the Contractor must submit a written justification to the EMS Authority at least 30 days prior to the date that the travel will commence and obtain prior approval. Any travel shall be reimbursed at the rates set in accordance with **State Department of Personnel Administration**.

Travel Guidelines

Travel costs are allowable for transportation, lodging, subsistence, and related items incurred by agency employees who are traveling on official business directly related to the administration of the regional agency. Transportation expenses consist of the charges for commercial carrier fares; private car mileage allowances; overnight and day parking; bridge and road tolls; necessary bus or taxi fares; and all other charges essential to the transport from and to the individual's headquarters.

Reimbursement may be requested for actual transportation expenses by public carrier in connection with services rendered for the contract and actual transportation costs for a personal car at the rate of \$.55 per mile **or less** for travel expenses incurred for the contract, while away from the individual's headquarters. Claims for transportation by scheduled airlines are allowed at the lowest fare available in conformity with the regular published tariffs for scheduled airlines in effect on the date of origination of the flight. Parking, toll bridge expenses, etc., are permissible if in conformance with Department of Personnel Administration (DPA) regulations. **All traveling expenses and per diem shall be set in accordance with the rates of the Department of Personnel Administration**

In computing the allowance for travel, the following maximum reimbursement will be allowed in any 24 hour period or fractional part thereof:

EXHIBIT D
(Standard Agreement)

Method of Travel

Reimbursement for transportation expenses will be based on the method of transportation that is in the best interest of the State, considering both direct expense and the employee's time. If an employee chooses and is authorized to use a method of transportation that is (1) not the least costly, (2) not the typical method of getting from one location to the other, or (3) not "in the best interest of the State," a cost comparison will be prepared and the employee shall be reimbursed only the amount that would have been reimbursed had the employee traveled using the least costly method.

Meals and Incidentals (In-State/Out-of-State Travel)

The following reimbursement rates are maximums, not allowances. Employees may claim only their *actual* expense and must have receipts substantiating the amount claimed.

For each full 24-hour period of travel, employee may claim the following:

Breakfast	actual expense up to \$6
Lunch	actual expense up to \$10
Dinner	actual expense up to \$18
Incidentals	actual expense up to \$6

Trips of 24 Hours or More

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

First day of travel

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

Continuing after 24 hours

Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

Fractional day of travel

Trip begins at or before 6 am and ends at or after 9 am – Breakfast may be claimed

Trip begins at or before 4 pm and ends at or after 7 pm – Dinner may be claimed

Lunch or incidentals may not be claimed on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.

Employees may *not* claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

EXHIBIT D
(Standard Agreement)

Lodging Reimbursement
Short-Term Travel

Employees who incur overnight lodging expenses at a **commercial lodging establishment** catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. **must provide a receipt** to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

All California counties not listed below	actual expense up to \$84 per night, plus tax
Los Angeles and San Diego counties	actual expense up to \$110 per night, plus tax
Alameda, San Francisco, Santa Clara, And San Mateo Counties	actual expense up to \$140 per night, plus tax

State-Sponsored Conference, etc.

Employees attending a State-sponsored conference will be reimbursed for **receipted** lodging up to \$110 per night, plus tax, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Non-State-Sponsored Conference, etc.

Employees attending a non-State-sponsored conference will be reimbursed for **receipted** lodging when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Out-of-State Travel (to any of the 49 other states)

Any limitations on lodging are placed by the appointing authority when approving travel. Lodging and meals may otherwise be claimed as follows (applies to all employees):

With a lodging receipt	actual cost of lodging; actual meals and incidentals, based on appropriate timeframes
Without a lodging receipt	no lodging reimbursement; actual meals and incidentals, based on appropriate timeframes

Personal Vehicle Mileage Reimbursement

Mileage reimbursement rates are as follows:

Vehicle type	Mileage reimbursement rate
Personal vehicle	50 cents per mile
Private aircraft	50 cents per mile*
Bicycle	4 cents per mile*

* all taxable

An employee may claim mileage to and from a common carrier's terminal, as long as the employee doesn't claim any parking expense. In this case, the total mileage is twice the distance to the terminal. If the reimbursement is taxable, taxes will be withheld.

EXHIBIT D
(Standard Agreement)

Contractors

Contractors with questions regarding travel reimbursements must contact the agency with which they contract.

Out-of-state Travel

Out-of-state travel requires prior approval by the EMS Authority. A written justification and request for prior approval of out-of-state travel must be received at the EMS Authority at least 30 working days before the first day of the trip.

5. **Equipment:** All equipment purchased with funds received through this contract will become the property of the State of California. The Contractor will maintain an inventory record for each piece of non expendable equipment purchased with funds through this contract. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment.
6. **Disputes:** Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Director of the EMS Authority.
7. **EMSA 115:** The Contractor agrees to abide by all policies and procedures as stated in the document titled, "EMSA Policy for Funding Regional Disaster Medical Health Specialist (RDMHS) With State General Funds".
8. **Copyright:** The Contractor or subcontractors shall not be authorized to copyright any documents related to this Agreement without written approval of the Director of the EMS Authority.
9. **Publication Rights:** Publication rights to any documents produced as a result of this Agreement are reserved to the EMS Authority.
10. **Joint Property Rights:** All materials and information collected or prepared under this agreement shall become the joint property of the EMS Authority and the Contractor. The EMS Authority shall have access to information collected as a result of this Agreement.
11. **Public Meeting Requirements:** The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public. Meetings which deal with legal or personnel matters shall be exempt. Notice of each public meeting shall be in accordance with Government Code Sections 54950 through 54963.
12. **Reports:** The Contractor agrees to submit three quarterly progress reports to the State within fifteen (15) days following the end of the first three quarters of the State Fiscal Year and a Final Report within sixty (60) days following the termination date of this Agreement. The quarterly reports must describe the work completed, problems encountered, what steps were taken to overcome the problem, what training/meetings were attended and the outcome of those meetings, etc. The Final Report must cover, but is not limited to, the goals, accomplishments, and problems of the local agency as it relates to Scope of Work and must cover the entire contract period. Further, the Contractor agrees to secure agreement of any subcontractor to submit information to the Contractor necessary to meet the obligations of submitting quarterly reports and a Final report to the State.

EXHIBIT D
(Standard Agreement)

- 13. Disclosure Requirements:** (a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total costs for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. (b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Government Code 7550 (a-b)
- 14. Training, Seminars, Materials:** Any Training Seminars, and materials for such Seminars, should have prior approval by the State EMS Authority.
- 15. Purchase Orders:** All Purchase Orders exceeding \$2,500 for any articles, supplies, equipment or services should require prior authorization in writing by the EMS Authority and should include all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.
- 16. Subcontracts:** All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:
- a) Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
 - b) Specification of the services to be provided.
 - c) Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
 - d) Subcontractor's agreement to submit reports as required by Contractor.

Prior approval of Subcontracts: All subcontracts exceeding \$2,500 shall not become effective until it has been approved by the EMS Authority. Subcontract amendments shall be submitted to the EMS Authority for prior approval at least forty-five (45) days before the effective date of any proposed changes. Any such amendment shall become effective unless the EMS Authority expressly disapproves in writing such amendment and written notice thereof is received by Contractor within said 45-day period.

Public Records: Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

The Contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows: at all reasonable time at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated.

Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

Potential Subcontractors: Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as

EXHIBIT D
(Standard Agreement)

it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Federally Funded Contracts: It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the Fiscal Year 2010/11 and any other Fiscal Year for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

The parties mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.