

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

146



FROM: Department of Public Health

SUBMITTAL DATE:
September 11, 2012

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. (Contract No. EMS-1257)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify 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, 2012 – June 30, 2014 in the amount of \$120,000 per fiscal year, for a total awarded amount of \$240,000; and
- 2) Approve and direct the Director of the Department of Public Health, or designee, to administer the Grant and to make ministerial revisions that do not change the substantive terms of the agreement; and
- 3) Authorize the Chairperson to sign four (4) originals of said Agreement on behalf of the County.

BACKGROUND: (continued on page 2)

KS:cg/ys

Susan D. Harrington

Susan Harrington, Director
Department 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:	12/13

SOURCE OF FUNDS: 100 0/0 State Funded

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

APPROVE

C.E.O. RECOMMENDATION:

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Policy Policy

☒ ☒

Consent Consent

☐ ☐

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 9/13/11, Item 3.27

District: All/All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.36

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS* DATE: *9/10/12*
Departmental Concurrence

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. (Contract No. EMS-1157)

BACKGROUND: (continued)

The California State Emergency Management Agency (Cal EMA) designated six regions responsible for the overall coordination of disaster mutual aid. Riverside County is 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 EMS Agency Director is currently serving as the Interim 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 the 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 as well as provide for travel and general office support.

FINANCIAL INFORMATION: \$60,000 of State General Funds provided by the EMS Authority and \$60,000 from the federal Hospital Preparedness Program through the California Department of Public Health (CDPH). This grant will support salary and benefits for the RDMHS, travel, and general office support. The total awarded amount of \$240,000 is a two year award; \$120,000 was included as part of the FY 12/13 budget process and the remaining \$120,000 will be included as part of the FY 13/14 budget process.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

EMS-1257

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, 2012 through June 30, 2014

3. The maximum amount of this Agreement is: \$ 240,000.00
Two-Hundred-Forty-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 4 page(s)

Exhibit B – Payment Provisions 1 page(s)

Exhibit B-1 – Budget Detail/Narrative 4 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) 3 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

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

Howard Backer, MD, MPH, FACEP, Director

ADDRESS

10901 Gold Center Dr Ste 400, Rancho Cordova, CA 95670-6073

**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 Director of the EMS Authority and the Director of the CDPH dually appoint the Regional Disaster Medical Health Coordinator (RDMHC) upon nomination by a majority vote of the Health Officers within a mutual aid region. The RDMHC is chosen from among a county health officer, a county coordinator of emergency services, an administrator of a local EMS agency, or a medical director of a local EMS agency. The position is a non-funded volunteer.

The Regional Disaster Medical Health Specialist (RDMHS) assists in the development of a coordinated regional disaster medical and health response system. As such, the RDMHS will work with the RDMHC and receive policy guidance and direction from the RDMHC concerning regional issues. The RDMHS will also receive, as a regional representative of the State, policy guidance and direction from the California Emergency Medical Services Authority (EMS Authority) in coordination and cooperation with the California Department of Public Health (CDPH). Where an RDMHC does not exist in a given region, the RDMHS will coordinate the policy interests of the region.

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 RDMHS will work with Region VI staff to achieve the objectives outlined in the RDMHS Scope of Work for FY 12/13 and 13/14. 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 EMSA/CDPH planning, exercises, committees and other regional EMSA/CDPH designated activities.

Project Description:

The Regional Disaster Medical and Health Specialist (RDMHS) is the component of the Regional Disaster Medical and Health Coordination (RDMHC) Program that directly supports regional preparedness, response, mitigation and recovery activities. Activities to assist in accomplishing this shall include:

Exhibit A
(Standard Agreement)

- 1 Support the implementation of the California Public Health and Medical Emergency Operations Manual (EOM).
 - 1.1 Participate in the regional EOM trainings to be conducted by the State-selected contractor (pursuant to dates provided in the contract with California Department of Public Health – Emergency Preparedness Office (CDPH-EPO).
 - 1.2 Assist in an advisory role to the contractor in the development of EOM training material (pursuant to dates provided in contract with CDPH-EPO).
- 2 Assist in the development of a comprehensive Medical Health Operational Area Coordination (MHOAC) program in each operational area within the region.
 - 2.1 Conduct training for Medical Health Operational Area Coordinators (MHOACs) and other medical and health partners in the operational areas (ongoing, as needed).
 - 2.2 Assist operational areas in developing contact lists to support the functions of a MHOAC program (ongoing, as needed).
 - 2.3 Provide updated MHOAC contact list to Emergency Medical Services (EMS) Program Lead on a monthly basis (ongoing).
 - 2.4 Assist operational areas in developing local Situation Report distribution procedures consistent with the EOM (June 30, 2013).
 - 2.5 Assist operational areas in developing local Resource Requesting procedures consistent with the EOM (June 30, 2013).
- 3 Continue to develop the Regional Disaster Medical and Health Coordination (RDMHC) Program.
 - 3.1 Develop and maintain RDMHC Program Response Procedures. Procedures to include contact lists, medical and health agreements within region (i.e., automatic aid agreements, cooperative assistance agreements) (ongoing).
 - 3.2 Conduct at least three medical and health regional planning meetings per year for the purpose of planning, coordination, training, and information sharing (ongoing).
 - 3.3 Participate in the local Mutual Aid Regional Advisory Committee (MARAC) meetings and represent the RDMHC program as requested (ongoing).
 - 3.4 Represent the RDMHC Program at regional emergency management meetings (ongoing).
 - 3.5 Continue to coordinate with California Hospital Association Regional Coordinators (ongoing).
 - 3.5.1 Attend at least one of the Hospital Incident Command System trainings (ongoing).
- 4 Assist EMSA and the Emergency Medical Services Administrators' Association of California in the development, implementation and evaluation of the California Statewide Patient Movement Plan.
 - 4.1 Solicit input from operational areas within the region on the Draft Patient Movement Plan (December 31, 2012).
 - 4.2 Assist in revising Plan based on comments received (June 30, 2013).
 - 4.3 Develop a training plan for the Patient Movement Plan (December 31, 2013).
 - 4.4 Participate in exercise of Plan (June 30, 2014).
- 5 Participate in activities related to Medical Countermeasure (MCM) programs, including the Strategic National Stockpile (SNS) program and CHEMPACK.
 - 5.1 Participate on the monthly MCM and Local Health Department (LHD) Emergency Preparedness conference calls (ongoing).
 - 5.2 Review LHD SNS Technical Assistance Review (TAR) annual self-assessments and provide feedback to the LHD as appropriate. Participate in the Cities Readiness Initiative (CRI) TAR assessments and assist EPO in review and analysis of all LHD SNS preparedness activities within the Mutual Aid Region.
 - 5.3 Promote Regional CHEMPACK training to include dissemination of training flyers provided by EPO and encourage participation of emergency dispatchers and CHEMPACK host site representatives. Participate in the planning and conduct of annual Regional CHEMPACK training.
 - 5.4 Develop and/or update regional CHEMPACK Plans annually and distribute to partners as appropriate.

Exhibit A
(Standard Agreement)

- 5.4.1 Maintain current CHEMPACK host site point-of-contact lists.
- 6 Coordinate operational area participation to complete detailed assessments to support the courses of action (COAs) outlined in the Southern California Catastrophic Earthquake Response Plan (Plan) roll-out (Regions I, V, VI).
- 6.1 Develop template to collect medical and health data from operational areas (December 31, 2012).
 - 6.2 Schedule meetings with operational areas to discuss Plan and next steps (June 30, 2013).
 - 6.3 Conduct meetings with operational areas in conjunction with EMSA, CDPH and United States Department of Health and Human Services Assistant Secretary for Preparedness and Response (ASPR) (December 31, 2013).
 - 6.4 Collect data to enhance Plan (June 30, 2014).
 - 6.5 Exercise Plan in conjunction with EMSA, CDPH and ASPR (June 30, 2014).
- 7 Coordinate operational area participation in the Cascadia Subduction Zone Earthquake and Tsunami Response project (Project) (Region II).
- 7.1 Solicit input from operational areas impacted by Project (June 30, 2013).
 - 7.2 Participate in exercise of Project (June 30, 2014).
- 8 Coordinate the California/Nevada Border Counties Workgroup (Region IV).
- 8.1 Conduct at least three meetings annually of the California/Nevada Counties Workgroup (ongoing).
 - 8.2 Maintain point-of-contact lists for participants in the California/Nevada Border Counties Workgroup (ongoing).
 - 8.2.1 Participants include RDMHS from Region III and Region VI.
- 9 Participate in regional and statewide exercises and other significant medical and health related training and exercises authorized by EMSA and/or CDPH.
- 9.1 Participate in regional planning and post-exercise evaluation activities for the Statewide Medical and Health Exercise and the Cal EMA Golden Guardian Exercise (annually).
 - 9.1.1 Participate in the Statewide Medical and Health Exercise performing the roles and responsibilities of the RDMHC Program during an actual disaster, including the coordination of medical and health mutual aid.
 - 9.1.2 Participate in the Golden Guardian Exercise performing the roles and responsibilities of the RDMHC Program during an actual disaster, including the coordination of medical and health mutual aid.
 - 9.2 Participate in the San Onofre Nuclear Generating Station and Diablo Canyon Nuclear Generating Station exercises as it applies to the region (Regions I & VI).
 - 9.3 Attend conferences as requested by EMSA or CDPH-EPO, as budget allows.
- 10 Respond in accordance with the EOM to medical and health events in the region (ongoing).
- 10.1 Maintain incident logs and data related to response. Data to be provided in quarterly reports.
 - 10.1.1 Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from within the region.
 - 10.1.2 Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from outside the region.
 - 10.1.3 Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance with neighboring regions.
 - 10.1.4 Report number of times that medical and/or health mutual aid or mutual assistance requests required reimbursement coordination.
 - 10.1.5 Report number of times the RDMHC Program polled the operational areas within the region to assess available resources for a potential request.
 - 10.1.6 Report number of times RDMHC Program assisted operational areas with completing the Medical and Health Situation Report.

**Exhibit A
(Standard Agreement)**

- 10.1.7 Report number of times the RDMHC Program assisted operational areas within the region with completing the Medical Health Resource Request form.
- 10.1.8 Report number of times the RDMHC Program is contacted by the State for additional information regarding unusual events of emergency system activation within the region.
- 10.1.9 Report the number of times the RDMHC Program is requested to act as a conduit to share information with operational areas within the region.
 - 10.1.9.1 Number of times operational areas from within the region request the RDMHC program to share material/information with all operational areas within the region.
 - 10.1.9.2 Number of times the State requests the RDMHC program to share material/information with all operational areas within the region.

11 Additional Provisions

- 11.1 Participate in the RDMHC Program quarterly onsite meetings and monthly conference calls convened by EMSA (ongoing).
- 11.2 Submit quarterly reports to the EMSA RDMHC Program Lead (ongoing).
- 11.3 Represent the RDMHC Program as a participant on working/advisory committees as authorized by EMSA in conjunction with CDPH. Committee assignments reviewed annually and subject to change based on RDMHS workload and availability (ongoing).
 - 11.3.1 Participate in the BioWatch program planning and response (Regions I, II, V, VI).
 - 11.3.2 Participate in the state workgroup for the 2013 and/or 2014 Statewide Medical and Health Exercise (Region IV).
 - 11.3.3 Participate in the Medical Reserve Corps Advisory Committee (Region V).
 - 11.3.4 Participate in the EOM workgroup (Region I).
 - 11.3.5 Participate on the Disaster Healthcare Volunteers (DHV) Deployment Operations Manual Workgroup (Region I).
 - 11.3.6 Participate in the Ambulance Strike Team Project (Region III).
 - 11.3.7 Participate in the California Pharmacy Association – Disaster Advisory Council.
 - 11.3.8 Participate in the Emergency Function (EF) 8 Technical Workgroup (Region I).
 - 11.3.9 Participate in the California Disaster Mental Health Statewide Plan Development work group.
- 11.4 If additional activities are identified during this contract period, the RDMHS will work with the EMSA RDMHC Program Lead to evaluate current workload and responsibilities and determine how the additional activities support the tasks identified in this SOW. Both parties will agree on the appropriateness of the assignment prior to it becoming a requirement.

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

Emergency Medical Services Authority	Riverside County EMS Agency
Name: Jody Durden	Name: Bruce Barton, Director
Phone: (916) 322-4336, ext. 702	Phone: (951) 358-5029
Fax: (916) 323-4898	Fax: (951) 358-5160
E-Mail: jody.durden@emsa.ca.gov	E-Mail: bbarton@co.riverside.ca.us

Direct all inquiries to:

Emergency Medical Services Authority	Riverside County EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Tim De Herrera	Attention: Bruce Barton, Director
Address: 10901 Gold Center Dr Ste 400 Rancho Cordova, CA 95670-6073	Address: P.O. Box 7600 Riverside 92513-7600
Phone: (916) 431-3694	Phone: (951) 358-5029
Fax: (916) 322-1441	Fax: (951) 358-5160
E-Mail: tim.deherrera@emsa.ca.gov	E-Mail: bbarton@co.riverside.ca.us

**Exhibit B
(Standard Agreement)**

PAYMENT PROVISIONS

Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B-1, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted no more frequently than monthly in arrears to:

Tim De Herrera, Contract Analyst
Emergency Medical Services Authority
10901 Gold Center Dr
Rancho Cordova, CA 95670-6073

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

Budget Contingency Clause

All financial obligations of the State for the fiscal year(s) encompassed by the term of this agreement are subject to the availability and approval of funding and/or the presence of sufficient funds to cover those obligations. If sufficient funds are not approved or not appropriated or otherwise unavailable, said obligations are null and void. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by State budget act, Federal budget act, or on the action of any Legislative body for the purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

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

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

BUDGET DETAIL AND NARRATIVE

BUDGET CATEGORIES	FY 12/13	FY 13/14	TOTAL
Personnel	\$61,522	\$64,453	\$125,975
Fringe Benefits (37%)	\$22,763	\$23,848	\$46,611
Communications	\$1,800	\$1,800	\$3,600
Maintenance & Repairs	\$2,094	\$1,400	\$3,494
Materials & Supplies	\$759	\$500	\$1,259
Printing & Reproduction	\$780	\$230	\$1,010
Space	\$9,573	\$9,860	\$19,433
Travel			
In-State	\$7,000	\$7,000	\$14,000
Out-of-State	\$2,800		\$2,800
Total Direct Costs	\$109,091	\$109,091	\$218,182
Administrative/Indirect 10% of Total Direct Costs	\$10,909	\$10,909	\$21,818
TOTAL COSTS	\$120,000	\$120,000	\$240,000

Personnel: FYs 2012/2013 and 2013/2014 = \$125,975

In Riverside County, the RDMHS will plan, develop, and coordinate multi-hazard emergency response and recovery activities in support of Region VI. The RDMHS will also work with the RDMHC and receive policy guidance and direction from the RDMHC 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.

FY12/13

Brendan Manning Emergency Services Coordinator, 1.0 FTE
Regular hours 2,080 @ \$29.5779 per hour = \$61,522

FY13/14

Brendan Manning Emergency Services Coordinator, 1.0 FTE
Regular hours 2,080 @ \$30.9871 per hour = \$64,453

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

Fringe Benefits: FYs 2012/2013 and 2013/2014 = \$46,611

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 46%, 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	0.746
Retirement - General	19.636
Social Security	5.824
Medicare Amount	1.426
Long Term Disability	0.247
Health Insurance	14.880
Deferred Compensation	0.132
Life Insurance	0.249
Optical Insurance	0.020
Pension and Training	0.005
Short Term Disability	0.571
Workers Compensation	1.800
Total	45.536
<hr/>	
FY 12/13 & 13/14 Fringe Benefit Rate	46%

FY12/13

Total fringe benefits @ 37% @ \$22,763

FY13/14

Total fringe benefits @ 37% @ \$23,848

Communications: FYs 2012/2013 and 2013/2014 = \$ 3,600

Charges below are for each Fiscal Year:

IPhone cell phone service for RDMHS	\$ 60 @ 12 Months = \$720
Desk telephones for RDMHS	\$ 50 @ 12 Months = \$600
Air Card for RDMHS	\$ 40 @ 12 Months = \$480

Total cost of \$1,800 per Fiscal Year

Maintenance & Repairs: FYs 2012/2013 and 2013/2014 = \$ 3,494

Cost of Utilities at \$234.25 per month = \$2,811 for each year. Total cost for utilities will not be covered by the RDMHS award for both FY 12/13 and 13/14. The County of Riverside will pay the cost for utilities that are in excess of the budgeted amount.

FY12/13

Total Utilities Covered \$2,094

FY13/14

Total Utilities Covered \$1,400

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

Materials & Supplies: FYs 2012/2013 and 2013/2014 = \$ 1,259

Office Supplies, includes cost of paper, ink, pens, paperclips, tape, day planner, pencils, mailings, desk accessories, calendar, toner for printers and RDMHS uniform attire.
FY 12/13 = \$759 FY 13/14 = \$500

Printing & Reproduction: FYs 2012/2013 and 2013/2014 = \$ 1,010

Costs to support printing of business cards for the RDMHS, forms and informational literature for surge capacity, EOM and other operational materials as outlined in the Scope of Work.
FY 12/13 = \$780 FY 13/14 = \$230

Space: FYs 2012/2013 and 2013/2014 = \$ 19,433

Rent for workstations located at 3900 Sherman Way, Suite H, Riverside, California 92503.
This facility is a privately owned building leased by the County of Riverside. Based on standard space allocation of (1,017.82 per month x 12 months x 1 FTE = \$12,213.87). A standard cubicle is 12 ft X 12 ft. + 87.38 sq ft. common space (232 sq ft total). The County of Riverside will pay the cost for rent that is in excess of the budgeted amount.

FY12/13	FY13/14
Total Rent Covered \$9,573	Total Rent Covered \$9,860

Travel: In-State FYs 2012/2013 and 2013/2014 = \$ 14,000 Out-of-State FY 2012/2013 = \$ 2,800

In-State:

Region VI Travel: Mileage to attend meetings and conduct EMSA/CDPH/Region VI business: 5,045 @ \$0.555/per mile = \$2,800; accommodations @ \$130/per night for 6 nights = \$780; meals, rentals and parking is estimated at \$220, per year. (\$2,800+\$780+\$220= \$3,800 for each year)

RDMHS meetings in Sacramento to collaborate and share information across the regions and to receive guidance from EMSA and CDPH EPO, will also enhance regional statewide coordination efforts. Travel includes airfare to Sacramento @ \$420/per trip x 4 trips = \$1,680; accommodations @ \$130/per night for 4 nights = \$520; meals, rentals and parking is estimated at \$1,000, per year. (\$1,680+\$520+\$1,000=\$3,200 for each year)

Total (\$3,800+\$3,200=\$7,000 for each year)

Out-of-State:

FY 12/13: \$2,800

To cover costs to attend the International Association of Emergency Managers Conference and the National Disaster Medical Systems Integrated Training Summit. With prior approval from EMSA, these conferences will enhance the ability for the RDMHS to support Regional medical and health operations.

IAEM: Registration \$525; Flight \$350; \$175/per night for 3 nights = \$1,400

Integrated Training Summit: Registration \$450; Flight \$575; Hotel \$125/per night for 3 nights = \$1,400

FY 13/14: \$0

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

Administrative/Indirect Cost: FYs 2012/2013 and 2013/2014 = \$21,818

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 @ \$10,909 per fiscal year.

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 terms and conditions 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:** 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 this agreement. 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. 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. All travel shall be reimbursed in accordance with the rates set by the **California Department of Human Resources**. The current rates can be seen on-line at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. If you do not have internet access, you can contact the EMS Authority for assistance.
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 Publication #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".

EXHIBIT D
(Standard Agreement)

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.
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.

EXHIBIT D
(Standard Agreement)

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 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.

- 17. Cancellation / Termination:** This agreement may be cancelled or terminated with or without cause by the EMS Authority by giving thirty (30) calendar days advance written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from the EMS Authority, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs. C) Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

However, the agreement may be immediately terminated without advance notice for cause. The term "for cause" shall mean that the Contractor has committed a material breach of the provisions of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

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 current Fiscal Year 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.