

406



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

**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
October 22, 2014

**SUBJECT:** Ratify the Agreement # C14-029 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. Districts – All. [\$120,000] 50% State Fund and 50% Hospital Preparedness Program funds.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Standard Agreement (C14-029) between the County of Riverside Emergency Medical Services (EMS) Agency and the California Emergency Medical Services Authority (EMSA) from July 1, 2014 – June 30, 2015 in the amount of \$120,000;
2. Authorize the Chairperson to sign four (4) originals of said Agreement on behalf of the County; and

**RECOMMENDED MOTIONS:** (Continued on page 2)

KS:jd

*Susan D. Harrington*  
Susan D. Harrington, Director  
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 120,000	\$ 0	\$ 120,000	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ N/A	
<b>SOURCE OF FUNDS:</b> 50% State General Fund; 50% Hospital Preparedness Program funds				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 14/15	

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: *GREGORY P. PRIAMOS* DATE: 11/17/14  
Departmental Concurrence

Purchasing: *Mark Seiler*  
Mark Seiler, Assistant Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 9/11/2012, Item #3.36

District: ALL

Agenda Number:

3-8

**SUBJECT:** Ratify the Agreement # C14-029 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. Districts – All. [\$120,000] 50% State Fund and 50% Hospital Preparedness Program funds.

**RECOMMENDED MOTION (Continued):**

3. Authorize the Purchasing Agent to sign subsequent amendments that make ministerial revisions and does not change the substantive terms of the agreement.

**BACKGROUND:**

**Summary**

The California State Emergency Management Agency (CalEMA) 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 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 the RDMHC and the Region. The RDMHS assists in the development of a coordinated regional disaster medical and health response system.

The functions of the RDMHS are to manage and improve the regional 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; and support the State medical and health response system through the development of information and emergency management systems.

This grant will support salary and benefits for the RDMHS as well as provide for travel and general office support.

EMSA did not receive this grant until mid September 2014.

**SUPPLEMENTAL**

**Additional Fiscal Information:**

The \$120,000 of State General Funds (50%) and Hospital Preparedness Program (HPP) funds (50%) provided by the EMS Authority 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 \$120,000 was included as part of the FY 14/15 budget process.

AGREEMENT NUMBER <b>C14-029</b>
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, 2014 through June 30, 2015

3. The maximum amount of this Agreement is: \$120,000.00  
 One-Hundred Twenty Thousand and 00/100



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 6 pages
- Exhibit B – Contract and Payment Provisions 3 pages
- Exhibit B-1 - Budget Detail/Narrative 1 page
- 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) 4 pages
- Exhibit E – Sample Invoice 1 page

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.documents.dgs.ca.gov/ols/GTC-610.doc](http://www.documents.dgs.ca.gov/ols/GTC-610.doc)

FORM APPROVED COUNTY COUNSEL  
 BY: Patricia Munroe 11/17/14  
 PATRICIA MUNROE DATE

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Riverside County EMS Agency</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 6700 Riverside, CA 92513		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Emergency Medical Services Authority</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Howard Backer, MD, MPH, FACEP, Director</b>		
ADDRESS 10901 Gold Center Dr., Ste 400 Rancho Cordova, CA 95670-6073		

**SCOPE OF WORK**

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:

- 1 Continue to support the implementation of the California Public Health and Medical Emergency Operations Manual (EOM).
  - 1.1 Conduct and/or participate in local and Regional EOM trainings. When possible, work with new EOM instructors to co-facilitate trainings.
    - 1.1.1 Invite State partners that are based locally to participate, when appropriate, in EOM trainings.
  - 1.2 Provide input as requested on the EOM during the update process, including improvement to the Situation Report. Seek input from local partners on EOM improvement opportunities during the update process.
- 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 as needed.
  - 2.2 Assist operational areas in developing contact lists to support the functions of a MHOAC program.
  - 2.3 Provide updated MHOAC contact list to Emergency Medical Services Authority (EMSA) Program Lead on a monthly basis.
  - 2.4 Assist operational areas in developing local Situation Report distribution procedures consistent with the EOM.
  - 2.5 Assist operational areas in developing local Resource Requesting procedures consistent with the EOM.
  - 2.6 Assist the Emergency Medical Services Administrators' Association of California (EMSAAC), EMSA and CDPH with the development of a MHOAC Program Guide.

- 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).
  - 3.2 Conduct at least three medical and health regional planning meetings per year for the purpose of planning, coordination, training, and information sharing.
  - 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.
  - 3.5 Continue to coordinate with regional coordinators as appropriate.
    - 3.5.1 California Hospital Association Regional Coordinators.
    - 3.5.2 California Governor's Office of Emergency Services regional staff.
    - 3.5.3 California Department of Public Health Emergency Preparedness Office Contract Managers.
    - 3.5.4 Emergency Medical Services Authority's Senior Emergency Services Coordinators.
- 4 Assist EMSA and the Emergency Medical Services Administrators' Association of California (EMSAAC) in the development, implementation and evaluation of the California Statewide Patient Movement Plan.
  - 4.1 Participate in Patient Movement Workgroups to assist with specific tasks or content development as requested.
  - 4.2 Review and provide feedback on draft work products developed by the contractor and workgroups.
  - 4.3 Solicit input as requested from operational areas within the region on the Draft Patient Movement Plan.
  - 4.4 Develop a training plan for the Patient Movement Plan.
  - 4.5 Participate in exercise of Plan.

- 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 Operational Readiness Review (ORR) annual self-assessments and provide feedback to the LHD as appropriate. Participate in the Cities Readiness Initiative (CRI) ORR 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.
    - 5.4.1 Maintain current CHEMPACK host site point-of-contact lists.
- 6 Coordinate operational area participation in catastrophic planning projects, such as the Southern California Catastrophic Earthquake Response Plan, the Bay Area Earthquake Response Plan and the Cascadia Subduction Zone Earthquake and Tsunami Response Projects.
  - 6.1 Develop template to collect medical and health data from operational areas (as requested). Schedule meetings as needed with operational areas to discuss Plan and next steps.
  - 6.2 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).
  - 6.3 Collect data to enhance Plan.
  - 6.4 Exercise Plan in conjunction with EMSA, CDPH and ASPR.
- 7 Coordinate inter-State collaboration workgroups, such as the California/Nevada Border Counties Workgroup.
  - 7.1 Conduct at least three meetings annually of the California/Nevada Counties Workgroup (ongoing).

- 7.2 Maintain point-of-contact lists for participants in the California/Nevada Border Counties Workgroup (ongoing).
  - 7.2.1 Participants include RDMHS from Region III, IV and Region VI.
- 8 Participate in regional and statewide exercises and other significant medical and health related training and exercises authorized by EMSA and/or CDPH.
  - 8.1 Participate in regional planning and post-exercise evaluation activities for the Statewide Medical and Health Exercise and the Cal OES Golden Guardian Exercise (annually).
    - 8.1.1 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.
    - 8.1.2 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.
  - 8.2 Participate in the San Onofre Nuclear Generating Station and Diablo Canyon Nuclear Generating Station exercises as it applies to the region (Regions I & VI).
  - 8.3 Participate in the CDPH/EMSA Emergency Preparedness Training Workshop annually.
  - 8.4 Attend conferences as requested by EMSA or CDPH-EPO, as budget allows.
- 9 Respond in accordance with the EOM to medical and health events in the region (ongoing).
  - 9.1 Maintain incident logs and data related to response. Data to be provided in quarterly reports.
    - 9.1.1 Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from within the region.
    - 9.1.2 Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from outside the region.
    - 9.1.3 Report number of times that medical and/or health mutual aid or mutual assistance requests required reimbursement coordination.

- 9.1.4 Report number of times the RDMHC Program polled the operational areas within the region to assess available resources for a potential request.
- 9.1.5 Report number of times RDMHC Program assisted operational areas with completing the Medical and Health Situation Report or completed the Situation Report for the operational area.
- 9.1.6 Report number of times the RDMHC Program assisted operational areas with completing the Medical Health Resource Request form.
- 9.1.7 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.
- 9.1.8 Report the number of times the RDMHC Program is requested to act as a conduit to share information with operational areas within the region.
  - 9.1.8.1 Number of times operational areas from within the region request the RDMHC program to share material/information with all operational areas within the region.
  - 9.1.8.2 Number of times the State requests the RDMHC program to share material/information with all operational areas within the region.

## 10 Additional Provisions

- 10.1 Participate in the RDMHC Program quarterly onsite meetings and monthly conference calls convened by EMSA.
- 10.2 Submit quarterly reports to the EMSA RDMHC Program Lead.
- 10.3 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. Potential committee assignments include:
  - 10.3.1 BioWatch program planning and response.
  - 10.3.2 State workgroup for the 2015 and/or 2016 Statewide Medical and Health Exercise.
  - 10.3.3 Medical Reserve Corps Advisory Committee.



- 10.3.4 EOM workgroup.
  - 10.3.5 Disaster Healthcare Volunteers (DHV) Deployment Operations Manual Workgroup.
  - 10.3.6 Ambulance Strike Team Project.
  - 10.3.7 Emergency Function (EF) 8 Technical Workgroup.
  - 10.3.8 California Disaster Mental Health Statewide Plan Development workgroup.
  - 10.3.9 HPP/PHEP Grant Guidance workgroup.
- 10.4 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.

**EXHIBIT B**

**CONTRACT and PAYMENT PROVISIONS**

Refer to the EMS Authority publication #115 "Funding of Regional Disaster Medical Health Specialist (RDMHS) with State General Funds" to assist you in the administration of this contract. The EMS Authority #115 can be found at <http://www.emsa.ca.gov/Guidelines>.

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

Agency: Emergency Medical Services Authority	Contractor: 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
Email: <a href="mailto:jody.durden@EMSA.ca.gov">jody.durden@EMSA.ca.gov</a>	Email: <a href="mailto:bbarton@co.riverside.ca.us">bbarton@co.riverside.ca.us</a>

Direct all contractual/administrative inquiries to:

Agency: Emergency Medical Services Authority	Contractor: Riverside County EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Lisa Vigil, Contract Analyst	Attention: Bruce Barton, Director
Address: 10901 Gold Center Dr, Ste 400 Rancho Cordova, CA 95670	Address: P.O. Box 6700 Riverside, CA 92513
Phone: (916) 431-3694	Phone: (951) 358-5029
Fax: (916) 322-1441	Fax: (951) 358-5160
Email: <a href="mailto:lisa.vigil@EMSA.ca.gov">lisa.vigil@EMSA.ca.gov</a>	Email: <a href="mailto:bbarton@co.riverside.ca.us">bbarton@co.riverside.ca.us</a>

**Invoicing and Payment Requirements**

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 listed in Exhibit B-1, titled Budget Detail/Narrative, which is attached hereto and made part of this agreement.

Invoices shall be on contractor letterhead and in the format prescribed by the Emergency Medical Services (EMS) Authority and must include, but not limited to, the following information:

- The EMS Authority contract number for which reimbursement is being claimed.
- The exact period for which reimbursement is being requested.
- Company name and remittance address.
- A signature block and original signature in ink of an authorized representative of the contracted agency.
- The following statement: "I certify that this claim is in all respects true, correct, supportable by available documentation and in compliance with all terms, conditions, laws, and regulations governing its payment."

A sample invoice in the required format is attached (**See Attachment E**).

**If any of this information is not on the invoice, it may cause delays in payment processing.**

Invoices for reimbursement shall not more frequently than monthly in arrears to;

Lisa Vigil, Contracts Analyst  
EMS Authority  
10901 Gold Center Drive  
Rancho Cordova, CA 95670-6073  
(916) 431-3694

A final invoice must be submitted no later than 60 days after the expiration date of this agreement.

Payment will be for actual services provided or actual costs. If the EMS Authority does not approve the invoice in accordance with identified general tasks or deliverables in Statement of Work, payment of the invoice will be withheld by the EMS Authority and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-acceptance and demonstrate to the EMS Authority that the Contractor has successfully completed the scheduled work for each general task or deliverable before payment will be made.

#### **Budget Contingency Clause**

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

**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.

**BUDGET DETAIL/NARRATIVE**

BUDGET CATEGORIES	FY 14/15	TOTAL
Personnel	\$67,909	\$67,909
Fringe Benefits (37%)	\$25,126	\$25,126
Communications	\$800	\$800
Equipment	\$0	\$0
Maintenance & Repairs	\$851	\$851
Materials & Supplies	\$200	\$200
Printing & Reproduction	\$230	\$230
Space	\$10,000	\$10,000
Training	\$0.00	\$0.00
Travel		
In-State	\$3,975	\$3,975
Out-of-State	\$	\$
Total Direct Costs	\$109,091	\$109,091
Administrative/Indirect 10% of Total Direct Costs	\$10,909	\$10,909
<b>TOTAL COSTS</b>	<b>\$120,000</b>	<b>\$120,000</b>

**Personnel: FYs 2014/2015 = \$67,909**

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.

FY14/15

Vacant – Emergency Services Coordinator, 1.0 FTE

Regular hours 2,080 @ \$32.6487 per hour = \$67,909.29

**Fringe Benefits: FYs 2014/2015 = \$25,126**

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
<b>Total</b>	<b>45.536</b>
<b>FY 14/15 Fringe Benefit Rate</b>	<b>46%</b>

**Communications: FYs 2014/2015 = \$800**

Charges below are for each Fiscal Year:

Cell phone and Desk Telephone for RDMHS \$ 66.67 @ 12 Months = \$800

**Maintenance & Repairs: FYs 2014/2015 = \$851.00**

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 FY 14/15. The County of Riverside will pay the cost for utilities that are in excess of the budgeted amount.

**Materials & Supplies: FYs 2014/2015 = \$ 200**

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

**Printing & Reproduction: FYs 2012/2013 = \$ 230**

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.

**Space: FYs 2014/2015 = \$ 10,000**

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.

**Travel: In-State FYs 2014/2015 = \$ 3,975.00**

**In-State:**

Region VI Travel: Mileage to attend meetings and conduct EMSA/CDPH/Region VI business: 2,982 @ \$0.555/per mile = \$1,655; accommodations @ \$130/per night for 4 nights = \$520; meals, rentals and parking is estimated at \$200, per year.  
(\$1,655+\$520+\$200= \$2,375)

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 2 trips = \$840; accommodations @ \$130/per night for 2 nights = \$260; meals, rentals and parking is estimated at \$500, per year. (\$840+\$260+\$500=\$1,600)

**Administrative/Indirect Cost: FYs 2014/2015 = \$10,353.70**

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 @ \$10,353.70 per fiscal year.

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).)

## **Special Terms and Conditions**

### **1. Change Orders**

The Contractor or Emergency Medical Services Authority (EMS Authority) may propose in writing minor alterations or revisions to the activities, tasks, deliverables and performance time frames specified in the Statement of Work, provided such changes are not significant in nature and do not alter the overall goals and basic purpose of the agreement. Those changes may include the substitution of specified activities or tasks; the minor alteration or substitution of contract deliverables and modifications to individual target dates (other than contract completion), and to delete tasks, deliverables, and/or objectives. Unless otherwise stipulated in this agreement, all such minor alterations or revisions are subject to written approval by EMS Authority before their implementation. No such alterations or revisions to the Statement of Work will be binding on either party until approved by both parties.

### **2. Amendments**

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

### **3. Excise Tax**

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

### **4. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force

Majeure” is defined as follows: unforeseen circumstances that make performance of the agreement impossible such as acts of war, civil unrest, acts of governments (such as changes in law) and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

## **5. License and Permits**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

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

## **6. Inspection of Services**

Services performed by Contractor under this Agreement shall be subject to inspection by the EMS Authority at any and all times during the performance thereof.

If the EMS Authority official conducting the inspection determines that the services performed by Contractor (and/or materials furnished in connection therewith) are not in accordance with the specification, EMS Authority may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereby.

## **7. Liability for Loss and Damages**

Any damages by the contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the contractor to the satisfaction of the State at no cost to the State. The State may,

at its option, repair any such damage and deduct the cost thereof from any sum due contractor under this Agreement.

**8. Cancellation / Termination (SCM 7.85)**

- A. This agreement may be cancelled or terminated without cause by the State 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. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- B. Upon receipt of a notice of termination or cancellation from the State, 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.
- D. 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. (Refer to General Terms and Conditions, Exhibit C, Item 7. Termination for cause.)
- E. This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

**9. 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.

**10. Intellectual Property Rights**

All work products, intellectual property or otherwise, developed under this contract shall become the property of the EMS Authority. Products shall not be disclosed without the written permission of the Director of the EMS Authority and the Administration if necessary. Each report developed for this contract shall also become the property of the EMS Authority and shall not be disclosed except in such manner and such time as the Director of the EMS Authority may direct. No written product(s) shall be used for lobbying purposes.

No products, processes, or materials developed using grant funds may be patented or copyrighted to the contractor.

**Exhibit E – Sample Invoice**

**STATE GENERAL FUND**  
**Multi-county EMS Agency**  
**Address**  
**City, State, Zip**

Contract Number: C14-XXX  
 For the Period Covering: July 1, 2014 – June 30, 2015

	Total Budget		Expenditures This Period		Expenditures To Date		Budget Balance	
	State	Local	State	Local	State	Local	State	Local
Personnel								
Fringe Benefits								
Accounting								
Advertising								
Budgeting								
Communications								
Equipment								
Legal Expense								
Maintenance & Repairs								
Materials & Supplies								
Memberships, Subscriptions								
Motor Pools								
Printing & Reproduction								
Professional Svcs. (Consultants)								
Space								
Training								
Travel								
<b>Total Direct Costs</b>								
Admin./Indirect 10 % Total Direct								
<b>Total</b>								

Less Advance: \$ \_\_\_\_\_  
 (state)  
 Net Balance: (state) \$ \_\_\_\_\_

**Amount Requested:** \$ \_\_\_\_\_  
**Total Requested to Date:** \$ \_\_\_\_\_

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms, conditions, laws, and regulations governing its payment.

\_\_\_\_\_  
 Executive Director/ Multi-county EMS Agency