

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

309



**FROM:** Emergency Management Department

**SUBMITTAL DATE:**  
9/04/2015

**SUBJECT:** Ratify the Agreement #C15-011 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 grant. All Districts. [\$120,000]; 50% State funds, 50% Federal funds.

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

1. Ratify the Standard Agreement (C15-011) between the County of Riverside Emergency Medical Services (EMS) Agency and the California Emergency Medical Services Authority (EMSA) from July 1, 2015 – June 30, 2016 in the amount of \$120,000; and
2. Authorize the Chairperson to sign four (4) originals of said Agreement on behalf of the County; and
3. Approve and direct the Director of the Emergency Management Department or designee to administer the Grant and to make ministerial revisions that do not change the substantive terms of the agreement.

RL:mv

Kim Saruwatari  
Kim Saruwatari, Director  
Emergency Management  
Department

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 120,000	\$	\$ 120,000	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: 50% State funds, 50% Federal funds				Budget Adjustment: No	
				For Fiscal Year: 15/16	

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

APPROVE

BY: Debra Cournoyer  
Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: 4/7/2015 Item 3-23 | District: ALL | Agenda Number:

3-39

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Ratify the Agreement #C15-011 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 grant. All Districts. [\$120,000]; 50% State funds, 50% Federal funds.**

**DATE: 9/04/2015**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary**

The California Governor's Office of Emergency Services (Cal OES) 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 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 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; 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.

**Impact on Citizens and Businesses**

The role of the RDMHS is to plan for and coordinate medical and health resources within one of California's six mutual aid regions during times of disaster or other major event requiring medical or health mutual aid.

When disaster strikes, local medical and health resources may be inadequate to meet the demand. The Medical/Health Mutual Aid System is designed to address this issue by facilitating the distribution of regional, state, and/or federal resources to the area(s) in need.

**SUPPLEMENTAL:**

**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 \$120,000 was included as part of the FY 15/16 budget process.

**Contract History and Price Reasonableness**

In FY 04/05, an Interagency Agreement (IA) between the EMS Authority and CDPH was established to share the expense of funding six full-time RDMHS positions. The EMS Authority and CDPH share the cost equally at 50% each. The IA is a year-to-year agreement and is renewed annually.

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**C15-011**

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, 2015 through June 30, 2016

3. The maximum amount of this Agreement is: \$120,000.00  
One Hundred Twenty Thousand Dollars 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.

- |  |         |
|--|---------|
| <input checked="" type="checkbox"/> Exhibit A – Scope of Work  | 5 pages |
| <input checked="" type="checkbox"/> Exhibit B – Contract and Payment Provisions  | 2 pages |
| <input checked="" type="checkbox"/> Exhibit B-1 - Budget Detail/Narrative  | 3 pages |
| Exhibit C* – General Terms and Conditions  | GTC 610 |
| Check mark one item below as Exhibit D:  |         |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 3 pages |
| Exhibit - D* Special Terms and Conditions  |         |
| <input checked="" type="checkbox"/> 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)

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

**CONTRACTOR**

California Department of General  
Services Use Only

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

ADDRESS

P.O. Box 6700, Riverside, CA 92513

**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

☐ Exempt per:

## **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 (EMSAA) 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.

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

Agency: Emergency Medical Services Authority	Contractor: Riverside County EMS Division
Name: Nirmala Badhan	Name: Bruce Barton, Director
Phone: (916) 255-1826	Phone: (951) 358-5029
Fax: (916) 323-4898	Fax: (951) 358-5160
Email: <a href="mailto:nirmala.badhan@emsa.ca.gov">nirmala.badhan@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 Division
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>



## **Contract and 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 listed in Exhibit B-1, titled Budget Detail/Narrative, which is attached hereto and made a part of this Agreement.

Invoices shall be submitted in accordance with this agreement and Exhibit E-Sample Invoice, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number, company name and remittance address, sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears to:

EMS Authority  
10901 Gold Center Drive  
Rancho Cordova, CA 95670-6073  
Attn: Lisa Vigil, Contracts Analyst

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

Final Invoices must be submitted no later than sixty (60) days after the end 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 this contract, 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 and Narrative

### Budget Detail

Budget Categories	State General Fund	Local Funds	Total Funds
Personnel	\$ 75,961	\$ 5,471	\$ 81,432
Fringe Benefits (37%)	\$ 28,105	\$ 29,462	
Communications	\$ 905		
Space	\$ 2,000	\$ 10,214	
Travel	\$ 2,120		
Total Direct Costs	\$ 109,091	\$ 45,147	
Administrative/Indirect 10% of Total Direct Costs	\$ 10,909		
subtotal	\$ 120,000	\$ 45,147	
Total Cost	\$165,147		

### Budget Narrative

#### Personnel

In Riverside County, the RDMHS plans, develops, and coordinates multi-hazard emergency response and recovery activities in support of Region VI. The RDMHS also works with the RDMHC and receives policy guidance and direction from the RDMHC and the Region's Operational Areas (OA) concerning regional issues. Policy guidance and direction are provided by the EMS Authority in coordination and cooperation with the California Department of Public Health (CDPH), Emergency Preparedness office. Presently, the RDMHS salary exceeds the covered amount detailed in the budget to allow for additional, yet necessary expenses. The personnel cost in excess of the budgeted amount for the Emergency Services Coordinator will be paid by Riverside County local funds and supplemental funding.

Donna Mayer      Emergency Services Coordinator, 1.0 FTE  
Regular hours 1,040 @ \$38.76 per hour = \$40,310  
Regular hours 1,040 @ \$39.54 per hour = \$41,122

Total Salary = \$81,432  
State General Funds = \$75,961  
Local funds = \$5,471

#### Fringe Benefits

Fringe Benefits include 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 local funds.

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
FY 15/16 Fringe Benefit Rate	46%

Total covered fringe benefits @ 37% = \$28,105

Total Personnel Costs = \$57,567  
State General Funds = \$28,105  
Local Funds = \$29,462

### **Communications**

iPhone cell phone service for RDMHS: \$55/per month for 12 Months = \$660; Air Card for RDMHS \$20.41/per month for 12 Months = \$245. (\$660+\$245)=\$905

Total Communications Costs = \$905  
State General Funds = \$905

### **Space**

Rent for work space located at 4210 Riverwalk Parkway, Suite 300, Riverside, California 92505. 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 = \$12,213.84). A standard work space is 12 ft. X 12 ft. + 87.38 sq. ft. common space (232 sq. ft. total). Presently, the cost of rent exceeds the covered amount detailed in the budget to allow for additional yet necessary expenses. The cost of rent that is in excess of the budgeted amount will be paid by Riverside County local funds.

Total Space Costs = \$12,214  
State General Funds = \$2,000  
Local funds = \$10,214

**Travel**

**In-State**

Mileage to attend meetings and conduct EMSA/CDPH/Region VI business: 1070 miles @ \$0.575/per mile = \$615; accommodations @ \$110/per night for 3 nights = \$330; meals @ \$50/per day for 3 days = \$150.  $(\$615 + \$330 + \$150) = \$1,095$

Airfare to attend the CDPH EPO Conference every June \$450; accommodations @ \$110/per night for 2 nights = \$220. Rentals and parking is estimated at \$355 per year.  $(\$450 + \$220 + \$355) = \$1,025$

RDMHS meetings and the CDP EPO conference in Sacramento will be attended to collaborate and share information across the regions and receive guidance from EMSA and CDPH EPO, enhancing regional statewide coordination efforts.

Total covered in-state travel  $(\$1,095 + \$1,025) = \$2,120$

Total Travel Costs = \$2,120  
State General Funds = \$2,120

**Administrative/Indirect Cost**

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.

Total Administrative/Indirect Costs = \$10,909  
State General Funds = \$10,909

### **Special Terms and Conditions**

#### **1. 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.

#### **2. 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.

#### **3. 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.

#### **4. License and Permits**

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

- A. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the 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 the 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.

## **5. 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, the EMS Authority may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereby.

## **6. 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.

## **7. 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 GC, 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.

## **8. 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.

## **9. 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.



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

Contract Number:  
For the Period Covering:

	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