

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



**ITEM  
3.14  
(ID # 10645)**

**MEETING DATE:**

Tuesday, October 1, 2019

**FROM :** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve the Agreement between the Riverside County Emergency Medical Services Agency (REMSA) and the State of California Emergency Medical Services Authority (EMSA) for the Regional Disaster Medical Health Specialist Grant and authorize REMSA Director to Sign. [All Districts]. [\$120,000]; 50% State, 50% Federal funds.

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

1. Approve the State of California Standard Agreement (No. C19-011; the "Agreement") between the Riverside County Emergency Medical Services Agency (REMSA) and the California Emergency Medical Services Authority (EMSA) from the date of this approval through June 30, 2020 to accept the grant amount of \$120,000, and authorize the REMSA Director to sign the Agreement and the Contractor Certification Clause (CCC 04/2017) on behalf of the County; and
2. Authorize the REMSA Director or designee to administer the grant and to execute amendments that exercise the options of the Agreement, including modifications that do not make substantive changes to the terms of the Agreement, as approved by County Counsel.


**ACTION:**Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt  
Nays: None  
Absent: Spiegel  
Date: October 1, 2019  
xc: EMD

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 120,000	\$ N/A	\$ 120,000	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS: 50% State Funds, 50% Federal Funds</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year:19/20</b>	

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

**BACKGROUND:**

**Summary**

California's Emergency Medical Services Authority (EMSA) is the State of California's lead agency responsible for coordinating California's medical response to disasters and providing medical resources to local governments in support of their disaster response. To that end, 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. Pursuant to California Health and Safety Code section 1797.200, the Riverside County Emergency Medical Services Agency (REMSA) was established. Further, per California Health and Safety Code section 1797.108, subject to the availability of funds, EMSA is permitted to contract with local EMS agencies, like REMSA, to provide funding assistance to said agencies for planning, organizing, implementing, and maintaining regional emergency medical services systems. According to California Health and Safety Code 1797.152, each Region is appointed 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.

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

**Impact on Residents 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:**

**Additional Fiscal Information**

The EMS Authority provides \$60,000 of State General Funds and \$60,000 is provided 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 19/20 budget process.

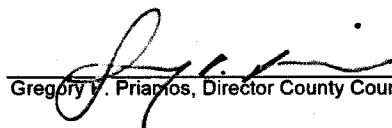
**Contract History**

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 throughout California. The EMS Authority and CDPH share the cost equally at 50% each. The IA is a year-to-year agreement and is renewed annually.

**ATTACHMENT:**

- a) Standard Agreement #C19-011
- b) Contractor Certification Clause (CCC 04/2017)

  
Ryan Carter, Principal Management Analyst      9/24/2019

  
Gregory V. Priamos, Director County Counsel      9/18/2019

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.

AGREEMENT NUMBER <b>C19-011</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 (EMSA)**

CONTRACTOR'S NAME

**Riverside County Emergency Medical Services Agency**

2. The term of this Agreement is: **July 1, 2019 through June 30, 2020**

3. The maximum amount of this Agreement is: **\$120,000.00**  
 (One Hundred Twenty Thousand Dollars and Zero Cents)

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

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B, Attachment I –Budget Detail and Narrative	3 pages
Exhibit C* – General Terms and Conditions (GTC 610)	
Exhibit D – Special Terms and Conditions	2 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 <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>*

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 Emergency Medical Services Agency**

BY (Authorized Signature)

DATE SIGNED (Do not type)

*[Signature]*

**10-28-19**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Bruce Barton, Director**

ADDRESS

**4210 Riverwalk Parkway, Suite 300  
 Riverside, CA 92505**

**STATE OF CALIFORNIA**

AGENCY NAME

**Emergency Medical Services Authority (EMSA)**

BY (Authorized Signature)

DATE SIGNED (Do not type)

*[Signature]*

**11/12/19**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Daniel R. Smiley, Chief Deputy Director**

ADDRESS

**10901 Gold Center Drive, Suite 400  
 Rancho Cordova, CA 95670-6073**

Exempt per: SCM Vol 1,4.04 (A)(4)

COUNTY COUNSEL  
 9/24/19  
 SUSANNA N. OH

**EXHIBIT A**

**SCOPE OF WORK**

1. The Contractor shall support, and advance regional disaster medical and health planning, preparedness, response, mitigation and recovery activities as described herein.
2. The Contractor shall refer to the Emergency Medical Services Authority (EMSA) publication #115, "Funding of Regional Disaster Medical Health Specialist (RDMHS) with State General Funds" to assist in the administration of this contract. The EMSA #115 can be found at <http://www.emsa.ca.gov/Guidelines>
3. The term of this agreement shall be July 1m 2019 through June 30, 2020.
4. The project representatives during the term of this agreement shall be:

Agency: Emergency Medical Services Authority	Contractor: Riverside County Emergency Medical Services Agency
Name: Nirmala Badhan	Name: Bruce Barton Director
Phone: (916) 255-1826	Phone: (951) 358-5037
Fax: (916) 323-4898	Fax: (951) 358-5160
Email: nirmala.badhan@emsa.ca.gov	Email: bbarton@rivco.org

Direct all agreement inquiries to:

Agency: Emergency Medical Services Authority	Contractor: Riverside County Emergency Medical Services Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Yolanda D. Jackson, Contract Analyst	Attention: Bruce Barton, Director
Address: 10901 Gold Center Dr, Ste 400 Rancho Cordova, CA 95670	Address: 4210 Riverwalk Parkway, Suite 300 Riverside, CA 9205
Phone: (916) 431-3694	Phone: (951) 358-5037
Fax: (916) 322-1441	Fax: (951) 358-5160
Email: yolanda.jackson@emsa.ca.gov	Email: bbarton@rivco.org

5. 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.

6. Description

The RDMHS will work with Region VI staff to achieve the objectives outlined in the RDMHS Scope of Work for FY 19/20 and FY 20/21. 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.

## 7. Objectives

- A. 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), this shall include:
  2. Conduct and/or participate in local and Regional EOM trainings. When possible, work with new EOM instructors to co-facilitate trainings.
  3. Invite state partners that are based locally to participate, when appropriate, in EOM trainings.
  4. Provide input as requested on the EOM during the update process, including improvement to the Situation Report and Resource Request Form. Seek input from local partners on EOM improvement opportunities during the update process.
  5. Provide input and collaboration in the development or revision of the Medical/Health Mutual Aid/Assistance Plan.
- B. Assist in the development of a comprehensive Medical Health Operational Area Coordination (MHOAC) program in each operational area within the region, shall include:
  1. Conduct training for Medical Health Operational Area Coordination Programs (MHOAC) and other medical and health partners in the operational areas as needed.
  2. Provide Medical/Health Operations Center Support Activities training annually.
  3. Assist the Emergency Medical Services Administrators' Association of California (EMSAAC), EMSA and CDPH with the update of a MHOAC Program Guide
  4. Assist operational areas in developing contact lists to support the functions of a MHOAC program
  5. Provide updated MHOAC contact list to Emergency Medical Services Authority (EMSA) and CDPH Program Lead on a monthly basis
  6. Assist operational areas in developing local Situation Report distribution procedures consistent with the EOM.
  7. Assist operational areas in developing local resource requesting procedures consistent with the EOM.
- C. Continue to develop the Regional Disaster Medical and Health Coordination (RDMHC) Program, shall include:
  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).
  2. Conduct at least three medical and health regional planning meetings per year for the purpose of planning, coordination, training, and information sharing.
  3. Participate in the local Mutual Aid Regional Advisory Committee (MARAC) meetings and represent the RDMHC Program as requested (ongoing).

4. Represent the RDMHC Program in coordination with the state, region and OA level at emergency management, mental/behavioral health, environmental health, public health and medical meetings. Continue to coordinate with the following regional coordinators as appropriate.
  - A. California Hospital Association Regional Coordinators
  - B. California Governor's Office of Emergency Services regional staff
  - C. California Department of Public Health Emergency Preparedness Office Contract Managers
  - D. Emergency Medical Services Authority's Senior Emergency Services Coordinators
5. Participate in assisting as a "buddy" RDMHS during a disaster and attend one (1) "buddy" RDMHS Regional meeting as follows, per contract year as funding is available
  - A. Region I and IV will assist each other
  - B. Region II and V will assist each other
  - C. Region III and VI will assist each other
- D. 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 and shall include:
  1. Participate in Patient Movement Workgroups to assist with specific tasks or content development as requested.
  2. Review and provide feedback on the published Patient Movement Plan.
  3. Solicit input as requested from operational areas within the region on the Patient Movement Plan.
  4. Train operational areas on the Patient Movement Plan.
  5. Participate in exercise of plan.
- E. Participate in activities related to Medical Countermeasure (MCM) programs, including the Strategic National Stockpile (SNS) program and CHEMPACK and shall include:
  1. Participate on the monthly MCM and Local Health Department (LHD) Emergency Preparedness conference calls (ongoing).
  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.
  3. Promote Regional CHEMPACK training to include dissemination of training flyers provided by CDPH EPO and encourage participation of emergency dispatchers and CHEMPACK host site representatives. Participate in the planning and conduct of annual regional CHEMPACK training.
  4. Develop and/or update regional CHEMPACK Plans annually and distribute to partners as appropriate and maintain current CHEMPACK host site point-of-contract lists.
- F. 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 and shall include:
  1. Develop template to collect medical and health data from operational areas (as requested). Schedule meetings as needed with operational areas to discuss plan development and next steps.

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).
  3. Collect data to enhance plan.
  4. Exercise plan in conjunction with EMSA, CDPH and ASPR.
- G. Coordinate inter-State collaboration workgroups, such as the California/Nevada Border Counties Workgroup.
1. Conduct at least one meeting annually of the California/Nevada Counties Workgroup (ongoing).
  2. Maintain point-of-contact lists for participants in the California/Nevada Border Counties Workgroup (ongoing).
  3. Region III, IV, and VI to participate in the workgroup.
- H. Participate in regional and statewide exercises and other significant medical and health related training and exercises authorized by EMSA and/or CDPH and shall include:
1. Participate in regional planning and post-exercise evaluation activities for the Statewide Medical and Health Exercise and the Cal OES exercises (annually) and shall:
    - A. 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.
    - B. Participate in the CalOES exercise performing the roles and responsibilities of the RDMHC Program during an actual disaster, including the coordination of medical and health mutual aid.
  2. Participate in the Diablo Canyon Nuclear Generating Station exercises. Participate in the CDPH/EMSA Emergency Preparedness Training Workshop annually.
  3. Attend conferences as requested by EMSA or CDPH-EPO, as budget allows.
- I. Respond in accordance with the EOM to medical and health events in the region (ongoing) and shall include:
1. Maintain incident logs and data related to response. Data to be provided in quarterly reports.
  2. Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from within the region.
  3. Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from outside the region.
  4. Report number of times that medical and/or health mutual aid or mutual assistance requests required reimbursement coordination.
  5. Report number of times the RDMHC Program polled the operational areas within the region to assess available resources for a potential request to include the following:
    - A. Report number of times RDMHC Program assisted operational areas with completing the Medical and Health Situation Report or Flash Report or completed the Situation Report or Flash Report for the operational area.
    - B. Report number of times the RDMHC Program assisted operational areas with completing the Medical Health Resource Request form.
    - C. Report the number of meetings attended
    - D. Report the number of presentations delivered



- E. 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.
- F. Report the number of times the RDMHC Program is requested to act as a conduit to share information with operational areas within the region to include the following:
  - 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.
  - 2. Number of times the State requests the RDMHC program to share material/information with all operational areas within the region.
  - 3. Report the number of ambulance strike teams sent to assist another region.
  - 4. Report the number of ambulance strike teams provided to your region
- J. Additional provisions:
  - 1. Participate in the RDMHC Program quarterly onsite meetings and monthly conference calls convened by EMSA.
  - 2. Submit quarterly reports to the EMSA RDMHC Program Lead.
  - 3. Submit agendas for meetings held by RDMHSs to EMSA RDMHC program Lead.
  - 4. 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:
    - A. Bio-Watch program planning and response.
    - B. State workgroup for annual Statewide Medical and Health Exercise.
    - C. EOM workgroup.
    - D. Ambulance Strike Team Project Advisory Committee.
    - E. Emergency Function (EF) 8 Technical Workgroup.
    - F. California Disaster Mental Behavioral Health Statewide Plan Development workgroup.
    - G. HPP/PHEP Grant Guidance workgroup.
    - H. Pediatrics Surge workgroup.
  - 5. 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.
- 8. Project Evaluation Plan  
Overall project status according to the objectives will be reported by the RDMHS and evaluated by the Division on a weekly basis to ensure that actions necessary to achieve objectives will meet specified timelines.

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **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, Attachment 1 Budget Detail and Narrative as specified herein.

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.

Itemized invoices shall be submitted on company letterhead. The invoice shall include the following:

- A. Agreement Number
- B. Invoice Number
- C. Remit to Address
- D. Bill to Address
- E. 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, and any required reports

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

Submit all invoices to:

Emergency Medical Authority Services  
Attn: Nirmala Badhan  
Agreement Number:C19-011  
10901 Gold Center Drive, Suite 400  
Rancho Cordova, CA 95670

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 Emergency Medical Services Authority (EMSA) does not approve the invoice in accordance with identified general tasks or deliverables in this contract, payment of the invoice will be withheld by EMSA 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 EMSA that the Contractor has successfully completed the scheduled work for each general task or deliverable before payment will be made.

2. **ADVANCE PAYMENT:** Pursuant to Health and Safety Code Section 1797.110, and upon request of the contractor, the state may pay in advance up to 25 percent of the total annual contract amount awarded. Any Regional Disaster Medical Health Specialist (RDMHS) requesting a 25 percent advance will be required to certify that the RDMHS does not have the funds to proceed with the contract without the advance. The request must include the following documents and must be submitted to the EMSA EMS Plans Coordinator concurrently with the original signed contract:
  - A Cover letter that state the RDMHS does not have funds to proceed with the contract without the advance.
  - An invoice that reflects the state and local contract amount, and the advance amount requested. A Sample Invoice, Attachment E is attached.

**Note: The advance cannot be processed for payment until the contract becomes fully executed.**

Any RDMHS receiving an advance will be required to submit claims on a quarterly or monthly basis and are required to list all items for which the 25 percent advance is expended.

3. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to the Contractor to reflect the reduced amount.
4. **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).
5. **TAXES:** 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 other State's local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this contract. California may pay any applicable sales or use tax imposed by another state.
6. **STATE FISCAL YEAR BREAKDOWN:**

<b>Fiscal Year</b>	<b>Total Estimated Cost per Year</b>
FY 19/20 (Upon Approval - June 30, 2020)	\$120,000.00
Total Agreement Amount	\$120,000.00

**BUDGET**

Budget Categories	FY 19/20
Personnel	\$ 61,600.00
Fringe Benefits (37%)	\$ 22,800.00
Accounting	
Communications	\$ 1,300.00
Equipment	
Legal Expense	
Maintenance & Repairs	
Materials & Supplies	\$ 2091.00
Memberships & Subscriptions	
Printing & Reproduction	
Professional Services (Consultants)	
Space	\$ 6,000.00
Training: In-State	\$ 15,300.00
Training: Out-of-State	
<b>Total Direct Costs</b>	<b>\$ 109,091.00</b>
Administrative/Indirect 10% of Total Direct Costs	\$ 10,909.00
<b>Total Costs</b>	<b>\$ 120,000.00</b>

**BUDGET DETAIL/NARRATIVE**

**Personnel Total: \$91,644**

**Personnel Covered: \$61,600**

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. The salary exceeds the covered amount detailed in the budget therefore, Riverside County will bill for 71% of the salary to allow for additional expenses necessary to fulfill the role and responsibility of the RDMHS. The personnel cost in excess of the budgeted amount for this position will be paid by Riverside County local funds and supplemental funding. Total Salary: \$91,644.

Rafael Serrano, Emergency Services Coordinator, 1.0 FTE

Regular hours 1,556 @ \$39.59 per hour = \$61,600

**Fringe Benefits Total: \$29,900**

**Fringe Benefits Covered: \$22,800**

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.

**Communications Total: \$1,300**

**Communications Covered: \$1,300**

Verizon cell phone and WiFi service: \$108/month for 12 Months = \$1,300.

**Materials and Supplies Total: \$2,091**

**Materials and Supplies Covered: \$2,091**

Material and supply costs to assist with the management of the Regional Disaster Medical Health Coordination Program. These costs may include, but are not limited to, the purchases of office supplies, cellular phones, computer software, communication tools, etc.

**Membership Total: \$300**

**Membership Covered: \$0**

Memberships for the California Emergency Services Association and International Association of Emergency Managers. These associations bring emergency managers from all disciplines together to plan for incidents and coordinate response efforts. The RDMHS works hand in hand with OES, fire and law enforcement. The continued collaboration with Local, Operational Area, State and Federal levels of government is necessary to strengthen response efforts for all medical health incidents.

**Space Total: \$6,000**

**Space Covered: \$6,000**

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 (500.00 per month x 12 months x 1 FTE = \$6,000.00). A standard work space is 12 ft. X 12 ft. + 87.38 sq. ft. common space (232 sq. ft. total).

**Travel Total: In-State \$10,350**

**Travel Covered: In-State \$15,300**

Travel will cover RDMHC/S meetings, EOM Workgroup, MARAC meetings, Region VI and I meetings, teaching and training attended, mutual aid presentations, state workgroups and meetings, the CDPH-EPO Workshop, California Emergency Services Association and other related conferences, workshops and programs. The RDMHS will attend meetings, seminars, workshops and conferences to collaborate and share information across mutual aid regions while coordinating with OES and other disciplines to enhance regional and statewide response efforts.

Airfare:  $\$500 \times 8 \text{ trips} = \$4,000$

Accommodations:  $\$130/\text{night for 13 nights} = \$1,690$

Meals:  $\$50/\text{day for 15 days} = \$750$

Ground Transportation:  $\$50/\text{day for 14 days} = \$700$

Parking:  $\$13/\text{day for 30 days} = \$390$

Mileage:  $5222 \text{ miles @ } \$0.54/\text{mile} = \$2,820$

**Admin/Indirect Cost Total: \$10,909**

**Admin/Indirect Cost Covered: \$10,909**

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

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

1. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.
2. SETTLEMENT OF DISPUTES: In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Emergency Medical Services Authority, Director or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her designee shall be final.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

3. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is 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.
5. LICENSES 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 Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Emergency Medical Services Authority (EMSA) a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state



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 other remedies it may have, terminate this Agreement upon occurrence of such event.

6. 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.

7. **FORCE MAJEURE**: Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure", as used in this section, "Force Majeure" is defined as follows: unforeseen circumstances that make performance of the agreement impossible such as acts of war, civil unrest, acts of governments (such as changes in law), acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
8. **INSPECTION OF SERVICES**: Services performed by Contractor under this Agreement shall be subject to inspection by EMSA at any and all times during the performance thereof. If EMSA official conducting the inspection determines that the services performed by Contractor (and/or materials furnished in connection therewith) are not in accordance with the specification, EMSA may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereby.
10. **RIGHT TO TERMINATE**: The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.  
  
However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
11. **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.
12. **CONFIDENTIALITY OF DATA**: No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.  
  
The contractor by acceptance of this Agreement is subject to all of the requirements of California Civil Code Sections 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.
13. **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 its 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.
14. **GOODS AND SERVICES**: The State reserves the rights to inspect, reject, and/or accept all goods and services provided within this agreement.



STATE OF CALIFORNIA  
 EMERGENCY MEDICAL SERVICES AUTHORITY  
 FAIM 001B (Rev. 2-2018)

	STATE OF CALIFORNIA EMERGENCY MEDICAL SERVICES AUTHORITY CONTRACTOR REIMBURSEMENT INVOICE	
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Bill To: Emergency Medical Services  
 Authority  
 Attention: Nirmita Badhan  
 16801 Gold Center Drive, Suite #400  
 Rancho Cordova, CA 95670

DATE: XXXXXXXX  
 CONTRACT NUMBER: XXXXXXXX  
 INVOICE NUMBER: XXXXXXXX  
 INVOICE PERIOD: XXXXXXXX  
 INVOICE AMOUNT: \$ -

Remit To: XXXXXXXXXX  
 Address:  
 City:  
 State:  
 Zip:

Purpose of this invoice is to reimburse contractor for actual expenditures incurred while performing the activities agreed upon as contained in Contract Number XXXXXXXXX. Supporting documentation of requested reimbursement will be provided upon request.

Budget Categories	Contract Budget	Contract Expenditures			Remaining Balance
		Current	Prior	YTD	
Salary Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Less Advance (if applicable)				\$ -	\$ -
<b>Total Reimbursement Request</b>	\$ -	\$ -	\$ -	\$ -	\$ -

I certify that I am the duly appointed and acting officer of the herein named agency and the costs being claimed herein are in all respects true, correct, and in accordance with the contract provisions; that funds were expended or obligated during the contract period; and the amount claimed above has not previously presented to or reimbursed by the Emergency Medical Services Authority.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**For EMSA Use Only**

I certify that this reimbursement claim is in compliance with all terms/conditions, laws, and regulations governing its payment and hereby approved for payment.


Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_


# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
Riverside County <sup>Emergency Medical</sup> Services Agency		95-6000930
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
Bruce Barton, Director		
Date Executed	Executed in the County of	
10-28-19	Riverside	

FORM APPROVED COUNTY COUNSEL  
BY:  SUSANNA N. OH  
DATE: 9/10/19

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

##### a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

**RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other government entity.