

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



ITEM: 3.8
(ID # 19586)

MEETING DATE:

Tuesday, August 02, 2022


FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and 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 the Director of Emergency Management Department (EMD) to sign, All Districts. [\$240,000; 50% State, 50% Federal funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the State of California Standard Agreement (No. C22-004; the "Agreement") between the Riverside County Emergency Medical Services Agency (REMSA) and the California Emergency Medical Services Authority (EMSA) from July 1, 2022, through June 30, 2023, to accept the grant amount of \$240,000, and authorize the Emergency Management Department (EMD) Director to sign the Agreement on behalf of the County; and
2. Authorize the EMD 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-as-to-form by County Counsel.

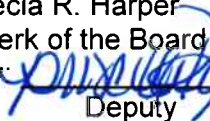
ACTION:


Bruce Barton, EMD Director 7/21/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 2, 2022
xc: EMD

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 240,000	\$ N/A	\$ 240,000	\$ N/A
NET COUNTY COST	\$ 0	\$ N/A	\$ 0	\$ N/A
SOURCE OF FUNDS: 50% State Funds, 50% Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 22/23	

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. 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 Emergency Management Department Director is the RDMHC for Region VI.

The RDMHS position is a paid position (an Emergency Services Coordinator, or "ESC") 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.

On September 14, 2021, Item 3.8, the Board of Supervisors approved the addition of an Emergency Management Program Supervisor (EMPS) position to serve as a second RDMHS. 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

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support the State medical and health response system through the development of information and emergency management systems.

As part of the Regional Disaster Medical and Health Coordination Program, the RDMHS will be responsible for the following duties:

1. Continue to support the implementation and improvement of the California Public Health and Medical Emergency Operations Manual (EOM).
2. Assist in the development of a comprehensive Medical Health Operational Area Coordination (MHOAC) program in each operational area within the region.
3. Continue to develop the Regional Disaster Medical and Health Coordination (RDMHC) Program.
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.
5. Participate in activities related to Medical Countermeasure (MCM) programs, including the Strategic National Stockpile (SNS) program and CHEMPACK.
6. Coordinate operational area participation in catastrophic planning projects, such as the Southern California Catastrophic Earthquake Response Plan, and schedule meetings as needed with operational areas to discuss plan development and next steps.
7. Coordinate Inter-State collaboration workgroups, such as the California/Nevada Border Counties Workgroup, as appropriate.
8. Participate in regional and statewide exercises and other significant medical and health related training and exercises authorized by EMSA and/or CDPH.
9. Respond in accordance with the EOM to medical and health events in the region (ongoing), to include requests by EMSA, CDPH or the RDMHC to respond to declared disasters within the State.

Special Projects:

- Alert Warning planning and developing
- REMSA MCI Workgroup
- REMSA MHOAC Duty Officer Program
- Developing/maintenance of Regional Dashboard (Critical medical infrastructure, real time disaster response surveillance)
- RDMHS Desk procedures manual
- Regional Inventory Management System (fully integrated inventory system with crosswalk to state agencies)

Impact on Residents and Businesses

The role of the RDMHS Program 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.

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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 \$120,000 of State General Funds and \$120,000 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 Emergency Services Coordinator as well as the Emergency Management Program Supervisor under the RDMHS Program and will provide for travel and general office support. The total awarded amount of \$240,000 was included as part of the FY 22/23 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:

- Standard Agreement #C22-004


Rebecca S. Cortez, Principal Management Analyst

7/25/2022


Kelly Moran, Deputy County Counsel

7/21/2022

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 2, 2022, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement C22-004 between Riverside County and State of California Emergency Medical Services Authority for providing: Regional Disaster Medical Health Specialist Grant.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By: 

Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C22-004

PURCHASING AUTHORITY NUMBER (If Applicable)

EMSA-4120

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

CONTRACTING AGENCY NAME

Emergency Medical Services Authority (EMSA)

CONTRACTOR NAME

Riverside County Emergency Medical Services Agency

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$240,000.00 (Two Hundred Forty 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C *	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	Sample Invoice	1

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>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Riverside County Emergency Medical Services Agency

CONTRACTOR BUSINESS ADDRESS

450 E. Alessandro Blvd

CITY

Riverside

STATE

CA

ZIP

92508

PRINTED NAME OF PERSON SIGNING

Bruce Barton

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

FORM APPROVED COUNTY COUNSEL

BY:

MELISSA R. GUSHMAN

DATE

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

AUG 02 2022 3.8

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C22-004

PURCHASING AUTHORITY NUMBER (If Applicable)

EMSA-4120

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Emergency Medical Services Authority (EMSA)

CONTRACTING AGENCY ADDRESS

10901 Gold Center Drive, Suite 400

CITY

Rancho Cordova

STATE

CA

ZIP

95670

PRINTED NAME OF PERSON SIGNING

Louis Bruhnke

TITLE

Chief Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

Scope of Work

Exhibit 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. The RDMHS shall report directly to the RDMHC and receive policy guidance and direction concerning regional issues to include day to day operations and for regional response coordination in local, State and federal-declared disasters. Where an RDMHC does not exist in a given region or the RDMHC does not reside in the LEMSA with the RDMHS, the RDMHS shall continue to coordinate with the RDMHC as it relates to regional issues but shall report directly to the administrator/director of the local EMS agency in which the RDMHS resides.

The Term of this agreement shall be July 1, 2022 through June 30, 2023.

Representatives

All inquiries related to and during the term of this Agreement shall be addressed to the authorized representatives listed below:

Agency: Emergency Medical Services Authority	Contractor: Riverside County Emergency Medical Services Agency
Name: Jody Durden	Name: Bruce Barton
Title: Contract Manager	Title: Director
Phone: (916) 698-8008	Phone: (951) 358-5037
E-Mail: jody.durden@emsa.ca.gov	Email: bbarton@rivco.org

Direct all administrative inquiries to this agreement to:

Agency: Emergency Medical Services Authority	Contractor: Riverside County Emergency Medical Services Agency
Name: Daniel Campbell	Name: Bruce Barton
Title: Contract Analyst	Title: Director
Phone: (916) 591-2047	Phone: (951) 358-5037
Email: Daniel.Campbell@emsa.ca.gov	Email: bbarton@rivco.org

Activities to assist in accomplishing this shall include:

1. Continue to support the implementation and improvement 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 ongoing improvements of the Public Health Ordering System (PHOS) as the platform to request medical and health resources. Seek input from local partners on EOM improvement opportunities.
 - 1.3. Provide input and collaboration in the development or revision of the Medical/Health Mutual Aid/Assistance Plan.
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 Coordination Programs (MHOAC) and other medical and health partners in the operational areas as needed.
 - 2.1.1. Provide Medical/Health Operations Center Support Activities training annually.
 - 2.1.2. Assist operational areas with the development and update of MHOAC Program Guides.
 - 2.2. Assist operational areas in developing contact lists to support the functions of a MHOAC program.
 - 2.3. Assist operational areas in developing local Situation Report distribution procedures consistent with the EOM.
 - 2.4. Provide updated MHOAC contact list to Emergency Medical Services Authority (EMSA) and California Department of Public Health (CDPH) Program Lead on a monthly basis.
 - 2.5. Assist operational areas in the implementation of the Salesforce resource requesting process.
3. Continue to develop the Regional Disaster Medical and Health Coordination (RDMHC) Program.
 - 3.1. Develop and maintain RDMHC Program response procedures.
 - 3.1.1. Coordinate with RDMHC to develop response procedures for declared disasters within the region.

- 3.1.2. The RDMHC Program should maintain situational awareness of all automatic aid agreements, cooperative assistance agreements or other agreements and response procedures between LEMSAs within the region.
- 3.1.3. Coordinate planning for and development of cooperative assistance agreements between counties and regions
- 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 in coordination with the state, region and OA level at emergency management, mental/behavioral health, environmental health, public health and medical and coalition meetings. Continue to coordinate with regional coordinators as appropriate.
- 3.5. Coordinate and plan with other RDMHSSs to further development of the RDMHC Program. This may include responding to another region to provide backup and assistance during an emergency or to participate in other regional drills.
- 4. Assist EMSA and the Emergency Medical Services Administrators' Association of California (EMSAAAC) in the development, implementation and evaluation of the California Statewide Patient Movement Plan.
 - 4.1. Participate in California Patient Movement Workgroups to assist with specific tasks or content development as requested.
 - 4.2. Review and provide feedback on the published California Patient Movement Plan.
 - 4.3. Solicit input as requested from operational areas within the region on the California Patient Movement Plan.
 - 4.4. Train operational areas on the California Patient Movement Plan.
 - 4.5. Participate in exercise of plan.
 - 4.6. Support a regional patient movement coordination function in accordance with the California Patient Movement 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 CDPH 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 development 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. Assist with the socialization of completed disaster plans.
 - 6.5. Exercise plan in conjunction with EMSA, CDPH and ASPR.
7. Coordinate inter-State collaboration workgroups, such as the California/Nevada Border Counties Workgroup, as appropriate.
 - 7.1. Conduct at least one meeting 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).
 - 7.3. Region III, IV, and VI to participate in the workgroup
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 annually in regional planning and post-exercise evaluation activities for the State-level public health and medical exercises. Participation will involve performing the roles and responsibilities of the RDMHC Program during an actual disaster, including the coordination of medical and health mutual aid. Potential annual exercises include:
 - 8.1.1. Statewide Medical and Health Exercise
 - 8.1.2. Annual CAL-MAT Exercise
 - 8.1.3. CalOES Exercise
- 8.2. Participate in the CDPH/EMSA Emergency Preparedness Training Workshop annually.
- 8.3. Attend conferences as requested by EMSA or CDPH-EPO, as budget allows. This may include the California Fire, EMS and Disaster (CFED) conference and the Emergency Medical Services Administrators' Association of California (EMSAAC) annual conference.
9. Respond in accordance with the EOM to medical and health events in the region (ongoing), to include requests by EMSA, CDPH or the RDMHC to respond to declared disasters within the State.
 - 9.1. Maintain incident logs and data related to response. Data to be provided in quarterly reports.
 - 9.2. Prepare regional after action reports for any local, State or federal-declared disasters that impacted the region.
 - 9.3. Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from within the region.
 - 9.4. Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from outside the region.
 - 9.5. Report number of times that medical and/or health mutual aid or mutual assistance requests required reimbursement coordination.
 - 9.6. Report number of times the RDMHC Program polled the operational areas within the region to assess available resources for a potential request.
 - 9.6.1. 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
 - 9.6.2. Report number of times the RDMHC Program assisted operational areas with completing the Medical Health Resource Request process.
 - 9.6.3. Report the number of meetings attended.
 - 9.6.4. Report the number of presentations delivered.

- 9.6.5. 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.
- 9.6.6. Report the number of times the RDMHC Program is requested to act as a conduit to share information with operational areas within the region.
 - 9.6.6.1. Number of times operational areas from within the region request the RDMHC program to share material/information with all operational areas within the region.
 - 9.6.6.2. Number of times operational areas from within the region request the RDMHC Program to assist with communications and questions to the State.
 - 9.6.6.3. Number of times the State requests the RDMHC program to share material/information with all operational areas within the region.
 - 9.6.6.4. Report the number of ambulance strike teams sent to assist another region.
 - 9.6.6.5. Report the number of ambulance strike teams provided to your 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. Submit agendas for meetings held by RDMHSs to EMSA RDMHC program Lead.
- 10.4. 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:
 - 10.4.1. BioWatch program planning and response
 - 10.4.2. State workgroup for annual Statewide Medical and Health Exercise
 - 10.4.3. EOM workgroup.
 - 10.4.4. Ambulance Strike Team Project Advisory Committee.
 - 10.4.5. Emergency Function (EF) 8 Technical Workgroup.
 - 10.4.6. California Disaster Mental Behavioral Health Statewide Plan Development workgroup.
 - 10.4.7. HPP/PHEP Grant Guidance workgroup.

10.4.8. Pediatrics Surge workgroup

11. During a declared disaster that will require the RDMHS to respond for an extended period, the RMDHS shall work with EMSA and CDPH to prioritize objectives that may include deferring day to day assignments and committees.
12. 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
Budget Details 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: Jody Durden, Contract Manager
Agreement Number: C22-004
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:**

Fiscal Year	Total Estimated Cost per Year
FY 22/23 (July 1, 2022 - June 30, 2023)	\$240,000.00
Total Agreement Amount	\$240,000.00

A. BUDGET DETAIL

Budget Categories	FY 2022-2023
Personnel	\$123,200.00
Fringe Benefits (37%)	\$45,600.00
Accounting	
Communications	\$2,600.00
Equipment	
Legal Expense	
Maintenance & Repairs	
Materials & Supplies	\$7,000.00
Memberships & Subscriptions	
Printing & Reproduction	
Professional Services (Consultants)	
Space	\$16,182.00
Travel: In-State	\$23,600.00
Travel: Out-of-State	
Total Direct Costs	\$218,182.00
Administrative/Indirect 10% of Total Direct Costs	\$21,818.00
Total Costs	\$240,000.00

B. BUDGET DETAIL AND NARRATIVE

Personnel Total: \$123,200

Personnel Covered: \$87,472

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

Fringe Benefits Total: \$45,600

Fringe Benefits Covered: \$16,872

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: \$2,600

Communications Covered: \$2,600

Materials and Supplies Total: \$7,000

Materials and Supplies Covered: \$7,000

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: \$0

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: \$16,182

Space Covered: \$16,182

Rent for workspace located at 450 E. Alessandro Blvd, Riverside, CA 92508. This facility is a privately owned building leased by the County of Riverside. A standard work spaces.

Travel Total: In-State \$23,600

Travel Covered: In-State \$23,600

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.

Admin/Indirect Cost Total: \$21,818

Admin/Indirect Cost Covered: \$21,818

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.

Exhibit E
Sample Invoice

STATE OF CALIFORNIA
EMERGENCY MEDICAL SERVICES AUTHORITY
FAIT 501B (Rev. 2-2016)

	STATE OF CALIFORNIA EMERGENCY MEDICAL SERVICES AUTHORITY CONTRACTOR REIMBURSEMENT INVOICE	
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Bill To: Emergency Medical Services
Authority
Attention: Nirmla Badhan
10901 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 XXXXXXXX. 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	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -
Less Advance (if applicable)				\$ -	\$ -
Total Reimbursement Request	\$ -	\$ -	\$ -	\$ -	\$ -

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: _____