

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 10/2018)

AGREEMENT NUMBER C20-010	PURCHASING AUTHORITY NUMBER (if applicable) EMSA-4120
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Emergency Medical Services Authority

CONTRACTOR NAME

County of Fresno, acting as the Central California EMS Agency

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$405,921.00 - Four Hundred Five Thousand Nine Hundred Twenty One Dollars and 00/100

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	2
Attachment 1	Funding Application	15
Exhibit C *	General Terms and Conditions	GTC610
Exhibit D	Special Terms and Conditions	4
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 www.dgs.ca.gov/ols/resources/standardcontractlanguage.asp:

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

ATTEST:

BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By Rose Cuyf
 Deputy

CONTRACTOR

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

County of Fresno, acting as the Central California EMS Agency

CONTRACTOR BUSINESS ADDRESS

P. O. Box

CITY

Fresno

STATE

CA

ZIP

93775

PRINTED NAME OF PERSON SIGNING

Ernest Buddy Mendes

TITLE

Chairman, Board of Supervisors County of Fresno

CONTRACTOR AUTHORIZED SIGNATURE

Ernest Buddy Mendes
 STATE OF CALIFORNIA

DATE SIGNED

8/4/2020

CONTRACTING AGENCY NAME

Emergency Medical Services Authority

CONTRACTING AGENCY ADDRESS

10901 Gold Center Drive, Suite 400

CITY

Rancho Cordova

STATE

CA

ZIP

95670

PRINTED NAME OF PERSON SIGNING

for Dave Duncan, MD

TITLE

Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

8-10-2020

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

AGREEMENT NUMBER

C20-010

PURCHASING AUTHORITY NUMBER (if applicable)

EMSA-4120

EXEMPTION, IF APPLICABLE

SCM Vol 1, 4.04 (A)(4)

**EXHIBIT A
 Scope of Work**

1. The Contractor (Multi-County EMS Agency) shall operate and manage a regional EMS system, and report on accomplished works and duties to Emergency Medical Services Authority (EMSA), in accordance with Division 2.5 of the Health and Safety Code and Title 22, CCR, Division 9 as described herein.
2. The Contractor shall refer to the EMSA publication #104, "Funding Multicounty EMS Agencies with State General Funds" to assist in the administration of this contract. The EMSA #104 can be found at <http://www.emsa.ca.gov/Guidelines>.
3. The Contractor requesting funding shall have on file a current EMS Plan/Annual update approved by EMSA.
4. The term of this agreement shall be July 1, 2020 through June 30, 2021.

5. 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: County of Fresno, acting as the Central California EMS Agency
Name: Lisa Galindo	Name: Daniel J. Lynch
Title: Contract Manager	Title: EMS Director
Phone: (916) 431-3688	Phone: (559) 600-3387
Fax:	Fax:
E-Mail: lisa.galindo@emsa.ca.gov	E-Mail: dlynch@co.fresno.ca.us

Direct all administrative inquiries to this agreement to:

Agency: Emergency Medical Services Authority	Contractor: County of Fresno, acting as the Central California EMS Agency
Name: Yolanda D. Jackson	Name: Scott Nichols
Title: Contract Analyst	Title: EMS Director
Phone: (916) 431-3694	Phone: (559) 600-3387
Fax: (916) 322-1441	Fax:
Email: Yolanda.jackson@emsa.ca.gov	E-Mail: dlynch@co.fresno.ca.us

6. Plan/Data Submission

- A. The Contractor shall complete and submit an EMS Plan/update annually to EMSA in compliance with Sections 1797.250 and 1797.254 of the Health and Safety Code. The annual update shall be determined by EMSA in the agency's last EMS Plan decision.
- B. The Contractor that has implemented a specialty care system shall complete and submit a trauma care system, STEMI/Stroke system, and EMS for Children program plan and annual updates to EMSA in compliance with Sections 1797.257, 1797.258, and 1799.205 of the Health and Safety Code, and Chapters 7, 7.1, 7.2, and 14 of Title 22, CCR, Division 9.

EXHIBIT A
Scope of Work

- C. The Contractor shall complete and submit a Quality Improvement program and annual updates to EMSA in compliance with Chapter 12 of Title 22, CCR, Division 9.
- D. The Contractor shall regularly provide to EMSA, data it receives consistent with Section 1797.227 of the Health and Safety Code that conforms to EMSA's California EMS Information System Standards, National EMS Information System, and the California State EMS Data Set.

7. Audit

- A. The Contractor shall have an annual financial audit conducted by an independent or county auditor covering the fiscal year in which funds were allocated. The copy of the audit must be received by EMSA by December 31st. (See EMSA publication #104, "Funding Multicounty EMS Agencies with State General Funds" Section 6.1 - Audit).
- B. The final audit shall determine:
 - 1. All costs incurred have been in accordance with the contract and See EMSA publication #104, "Funding Multicounty EMS Agencies with State General Funds".
 - 2. Proper accounting records have been maintained for the administration of the multicounty EMS agency and source documents have been filed.
 - 3. All reimbursements have been proper and reflect actual and allowable costs.
 - 4. Physical inventory has been taken of all equipment/property purchased with State General Fund money. (See EMSA publication #104, "Funding Multicounty EMS Agencies with State General Funds" See Sections 3.4 and 5.3).
 - 5. Provisions have been made to retain source documents supporting costs incurred for at least three years after the applicant agency has received final payment or until any audit exceptions are resolved.

8. Quarterly Reporting

A. First through Fourth Quarter Task Reporting

- 1. The Contractor shall provide Quarterly Reports to EMSA by the 15th calendar day of the month following the end of each quarter. The fourth quarter report is due by August 1 and must include a Supplemental Year-End Data Report.
- 2. Quarterly Reports must contain a detailed description of work performed, the duties of all parties, and a summary of activities that have been accomplished during the quarter to meet the following eight EMS system components.

EXHIBIT A
Scope of Work

B. Component 1 – System Organization and Management

1. Objective - To develop and maintain an effective management system to meet the emergency medical needs and expectations of the total population served.
2. Tasks: The responsibilities of the Contractor shall include, at a minimum:
 - A. Staff development, training, and, management.
 - B. Allocating and maintaining office space, office equipment, and office supplies.
 - C. Executing and maintaining contracts with member counties, service providers, consultants, and contractual staff.
 - D. Attending or participating in a minimum of 3 EMSA/LEMSA meetings annually (following advance notice and reasonable justification provided by the LEMSA, EMSA will make a determination on the flexibility of the attendance requirement on a case-by-case basis, and in the event the quarterly EMSA/LEMSA meeting is canceled, attendance at the meeting will not be counted for/against the LEMSA).

C. Component 2 – System Organization and Management

1. Objective -To ensure LEMSA authorized personnel functioning within the EMS system are properly trained, licensed/certified/authorized and/or accredited to safely provide medical care to the public.
2. Tasks: The responsibilities of the Contractor shall include, at a minimum:
 - A. Ongoing assessment of local training program needs.
 - B. Authorizing and approving training programs and curriculum for all certification levels.
 - C. Providing training programs and classes as needed.
 - D. Providing ongoing certification/authorization/accreditation or personnel approval of local scope of practice for all certification levels.
 - E. Developing and maintaining treatment protocols for all certification levels.
 - F. Maintaining communication link with Quality Improvement program to assess performance of field personnel.
 - G. Conducting investigations and taking action against certification when indicated.
 - H. Authorizing, maintaining, and evaluating EMS continuing education programs.

D. Component 3 – Communications

1. Objective -To develop and maintain an effective communications system that meets the needs of the EMS system.
2. Tasks: The responsibilities of the Contractor shall include, at a minimum:
 - A. On-going assessment of communications status and needs.
 - B. Assuring appropriate maintenance of EMS related communications systems.
 - C. Approving ambulance dispatch centers.

EXHIBIT A
Scope of Work

- D. Providing acceptable procedures and communications for the purpose of dispatch and on-line medical control.
- E. Approving emergency medical dispatch (EMD) training and/or operational programs.

E. Component 4 – Response and Transportation

- 1. Objective - To develop and maintain an effective EMS response and ambulance transportation system that meets the needs of the population served.
- 2. Tasks: The responsibilities of the Contractor shall include, at a minimum:
 - A. Designating EMS responders including first responders, Limited Advanced Life Support (LALS)/Advanced Life Support (ALS) providers, ambulance providers, and Prehospital EMS Aircraft providers.
 - B. Monitoring local ordinances related to EMS.
 - C. Establishing policies and procedures to the system for the transportation of patients to trauma centers and/or specialty care hospitals as needed.
 - D. Implementing and maintaining contracts with providers.
 - E. Creating exclusive operating areas

F. Component 5 – Facilities and Critical Care

- 1. Objective - To establish and/or identify appropriate facilities to provide for the standards and care required by a dynamic EMS patient care delivery system.
- 2. Tasks: The responsibilities of the Contractor shall include, at a minimum:
 - A. Designating base hospital(s) or alternate base stations for on-line medical control and direction.
 - B. Identifying ambulance receiving centers including hospitals and alternative receiving facilities in rural areas.
 - C. Identifying and designating, as needed, trauma centers and other specialty care facilities.
 - D. Periodically assessing trauma system and plan as needed.
 - E. Coordinating trauma patients to appropriate trauma center(s) or approved receiving hospitals.
 - F. Periodically assessing hospitals (e.g., pediatric critical care centers, emergency departments approved for pediatrics, other specialty care centers).
 - G. Completing hospital closure impact reports.

G. Component 6 – Data Collection and System Evaluation

- 1. Objective - To provide for appropriate system evaluation through the use of quality data collection and other methods to improve system performance and evaluation.
- 2. Tasks: The responsibilities of the Contractor shall include, at a minimum:
 - A. Reviewing reportable incidents.

EXHIBIT A
Scope of Work

- B. Reviewing prehospital care reports including Automated External Defibrillators (AED) reports.
- C. Processing and investigating quality assurance/improvement incident reports.
- D. Monitoring and reporting on EMS System Core Measures by March 31st each year and acknowledging completion of the monitoring and reporting as of March 31st each year.
- E. Providing data to CEMSIS monthly.
- F. Implementing Health and Safety Code Section 1797.227, including providing data using the current versions of NEMSIS and CEMSIS standards from Electronic Health Records (EHR).
- G. Engaging healthcare partners and Health Information Organizations in your jurisdiction in discussions and planning efforts to integrate EMS into developing health information exchange networks that promote interoperability and the use of the Search, Alert, File, Reconcile Model.

H. Component 7 – Public Information and Education

- 1. Objective - To provide programs to establish an awareness of the EMS system, how to access and use the system and provide programs to train members of the public in first-aid and CPR.
- 2. Tasks: The responsibilities of the Contractor shall include, at a minimum:
 - A. Information and/or access to CPR and first-aid courses taught within the EMS system.
 - B. Involvement in public service announcements involving prevention or EMS related issues.
 - C. Availability of information to assist the population in catastrophic events, as appropriate.
 - D. Participating in public speaking events and representing the EMS Agency during news events and incidents.
 - E. Seeking opportunities to collaborate with key partners, including local public health and other community organizations, to promote healthcare and injury prevention activities

I. Component 8 – Disaster Medical Response

- 1. Objective -To collaborate with the Office of Emergency Services, Public Health and EMS responders in the preparedness and response of the region's EMS systems in the event of a disaster or catastrophic event within the regions or a neighboring jurisdiction.
- 2. Tasks: The responsibilities of the Contractor shall include, at a minimum:
 - A. Participating in disaster planning, training, and exercises as needed.
 - B. Identifying disaster preparedness, mitigation, response and recovery needs, as requested.

EXHIBIT A
Scope of Work

- C. Coordinating the Medical Health Operational Area Coordination (MHOAC) Program or coordinating with the MHOAC Program of the affected county/counties, as appropriate.
 - D. Coordinating the Regional Disaster Medical Health Coordinator (RDMHC) Program or coordinating with the RDMHC Program within the member county/county's California Office of Emergency Services mutual aid region.
 - E. Developing policies and procedures for EMS personnel in response to a multi-casualty or disaster incident.
 - F. Participating in the development of mutual aid agreements, as requested.
 - G. Collaborating with EMS providers on Incident Command Systems (ICS) and Standardized Emergency Management System (SEMS) training as requested.
 - H. Providing opportunities/exercises for Ambulance Strike Team Leader Trainees to complete their Position Task Books (PTB), as available.
9. **Supplemental Year End Data Reporting**
- A. The Supplemental Year-End Data Report is due to EMSA by August 1, and must be submitted with the 4th Quarter Task Report.
 - B. The Supplemental Year-End Data Report must include year-end data for the individual workload indicators.
 - C. **Component 1 – System Organization and Management**
 - 1. Objective -To develop and maintain an effective management system to meet the emergency medical needs and expectations of the total population served.
 - 2. Workload indicators shall include:
 - A. Total static population served (Determined by DOF estimates).
 - B. Total annual tourism population (Determined by identified sources).
 - C. Number of counties.
 - D. Geographic size of region (in square miles).
 - D. **Component 2 – Staffing and Training**
 - 1. Objective -To ensure LEMSA authorized personnel functioning within the EMS system are properly trained, licensed/certified/authorized and/or accredited to safely provide medical care to the public.
 - 2. Workload indicators shall include:
 - A. Total number of personnel certified/authorized/accredited by EMS agency.
 - B. Total number and type of training programs approved by EMS agency
 - C. Total number and type of training programs conducted by EMS agency.
 - D. Total number of continuing education providers authorized by EMS agency.
 - E. **Component 3 – Communications**
 - 1. Objective -To develop and maintain an effective communications system that meets the needs of the EMS system.

EXHIBIT A
Scope of Work

2. Workload indicators shall include:
 - A. Total number of primary and secondary Public Safety Answering Points.
 - B. Total number of EMS responses.
 - C. Total number of EMD training programs approved by EMS agency.
 - D. Total number and type of EMD programs authorized by EMS agency.
- F. Component 4 – Response and Transportation**
1. Objective -To develop and maintain an effective EMS response and ambulance transportation system that meets the needs of the population served.
 2. Workload indicators shall include:
 - A. Total ambulance response vehicles.
 - B. Total first responder agencies.
 - C. Total patients transported.
 - D. Total patients not transported (e.g., treated and released, total dry runs).
 - E. Total number of LALS/ALS providers authorized by EMS agency.
 - F. Total number of transport providers in region.
- G. Component 5 – Facilities and Critical Care**
1. Objective -To establish and/or identify appropriate facilities to provide for the standards and care required by a dynamic EMS patient care delivery system.
 2. Workload indicators shall include:
 - A. Total patients received.
 - B. Total number of hospitals designated by EMS agency (e.g., base, receiving, trauma, STEMI, stroke, PCCC, EDAP/(PedRC), and PICU).
- H. Component 6 – Data Collection and System Evaluation**
1. Objective -To provide for appropriate system evaluation through the use of quality data collection and other methods to improve system performance and evaluation.
 2. Workload indicators shall include:
 - A. Total patient care reports generated.
 - B. Total trauma patients.
 - C. Total cardiac patients
 - D. Total medical patients.
 - E. Total pediatric patients.
 - F. Total number of situational/unusual occurrence reports processed by EMS agency.

EXHIBIT A
Scope of Work

G. Component 7 – Public Information and Education

1. Objective -To provide programs to establish an awareness of the EMS system, how to access and use the system and provide programs to train members of the public in first-aid and CPR.
2. Workload indicators shall include:
 - A. Total number of public information and education courses approved by EMS agency.
 - B. Total number of public information and education courses conducted by EMS agency.
 - C. Total number of public information and education events involving EMS agency.

H. Component 8 – Disaster Medical Response

1. Objective -To collaborate with the Office of Emergency Services, Public Health and EMS responders in the preparedness and response of the region's EMS systems in the event of a disaster or catastrophic event within the regions or a neighboring jurisdiction.
2. Workload indicators shall include:
 - A. Total number of Disaster/Multiple Casualty Incident (MCI) Responses (response with 5 or more victims).
 - B. Total number of disaster drills involving staff.
 - C. Total disaster-related meetings attended by staff.

EXHIBIT B
Budget Details and Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the EMSA Contract Manager, and upon receipt and approval of the invoices, EMSA agrees to compensate the Contractor in accordance with the **Funding Application, Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with the **Funding Application, Attachment 1**, and shall be signed and submitted on company letterhead in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number
 - 2) Time Period Covered
 - 3) Invoice Number
 - 4) Bill to Address
 - 5) Remit to Address
 - 6) 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.
- D. Invoices shall be submitted in triplicate to:

Emergency Medical Services Authority
Attn: Lisa Galindo
Agreement Number: C20-010
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 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. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

EXHIBIT B
Budget Details and Provisions

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature
- C. for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- D. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- E. Pursuant to Government Code, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

3. 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.

4. Cost Limitation

Total amount of this Agreement shall not exceed **\$405,921.00**

5. Rates

Rates for these services may be found on **Funding Application, Attachment 1** of this document.

6. Excise Tax

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

7. Cost Principles

- A. The Contractor agrees that the Cost Principles and Procedures in 48 Code of Federal Regulations (CFR), Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200 are subject to repayment by Contractor to EMSA.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

ATTACHMENT 1

CCEMSA

Central California
Emergency Medical Services Agency
A Division of Fresno County Department of Public Health



FRESNO



KINGS



MADERA



TULARE

Daniel J Lynch
EMS Director

James Andrews, M.D.
EMS Medical Director

Fresno County
Dept of Public Health
1221 Fulton Mall
P.O. Box 11867
Fresno CA 93775

(559) 600-3387
Fax (559) 600-7691

www.ccemsa.org

Application

STATE GENERAL FUND ALLOCATION FOR REGIONAL EMS AGENCIES – FY 2020/21

ATTACHMENT 1

EMS AGENCY MISSION STATEMENT

The EMS Agency is committed to the needs of the multicounty pre-hospital environment. Our mission is to inspire, educate, evaluate, direct, provide resources, and ensure that each citizen receives the highest level of care.

Our goals are to facilitate an environment of collaboration among all providers and agencies in which there is innovation, purpose, standardized care, proactive technologies, preparedness, coordination, and integration.

Our values are honesty, loyalty, equality, originality, integrity, and communication.

INTRODUCTION

ATTACHMENT 1

are looking towards healthcare models that



The response to the COVID19 pandemic has tested the strength and flexibility of the EMS system and the region has responded very well.

Daniel J. Lynch

This application to the State of California Emergency Medical Services Authority is for the continuation of State General Fund assistance for the planning, implementation, and maintenance of a multi-county EMS system. The Fresno County Department of Public Health is the designated local EMS Agency for the Counties of Fresno, Kings, Madera and Tulare Counties. Through specific agreements between each County, this integrated EMS system provides 100% paramedic coverage with consolidated resources of both public and private provider agencies. The development of regional policies and procedures assures that out of hospital care and procedures are consistent and that patients throughout the region are receiving quality patient care.

Significant changes are occurring in healthcare and the Emergency Medical Services has an increasing role in the delivery of prehospital and "out-of-hospital" care. The response to the COVID19 pandemic has tested the strength and flexibility of the EMS system and the region has responded very well. EMS system throughout the state, including the CCEMSA have used EMS personnel to fill positions that are non-EMS related but required skilled and professional staffing, which involved EMS. This is a testament to the ability of EMS systems to safely and effectively manage "mobile integrated healthcare" or community paramedicine. EMS systems still continue to find themselves in an awkward position of developing changes in the delivery model of prehospital care, while at the same time trying to protect the EMS system from expansion of traditional services and roles that are no longer needed. EMS systems

furthering the use of Basic Life Support ambulances to handle prehospital requests for behavioral health incidents (i.e. 5150) and many non-emergency requests for ambulance service that data has shown not to require the use of an paramedic ambulance. Two years ago, the EMS Agency reduced code 3 responses by nearly 30% by conducting an in-depth study of responses, which resulted in reducing many lights and sirens responses to non-lights and sirens responses.

The EMS agency's continuing challenge is to assure that the integrity of the EMS System remains intact. The EMS system continues to move forward and ideas are in place to further enhance the quality level of care provided throughout the EMS region. The funding provided by the State of California greatly assists the EMS Agency in maintaining this level of commitment to each of these counties and provides a standard level of care that may not be possible without this assistance.

The Central California EMS Agency is prepared to meet the challenges of the coming year. With the challenges come opportunities and the CCEMSA will be aggressively pursuing any changes that will continue to protect the citizens, continue the provision of excellent prehospital care, and expand the development of out-of-hospital care.

Daniel J. Lynch
EMS Director

SCOPE OF WORK

ATTACHMENT 1

SCOPE OF WORK

The multicounty EMS agency shall operate and manage a regional EMS system, and report on accomplished work and duties to EMSA, in accordance with Division 2.5 of the Health and Safety Code and Title 22, CCR, Division 9. Refer to EMSA #104 "Funding Assistance Manual: Multicounty EMS Agencies Using State General Funds" for funding criteria and requirements. EMSA #104 can be accessed at <https://emsa.ca.gov/multicounty-info/>.

PLAN/DATA SUBMISSION

The multicounty EMS agency must complete and submit an EMS Plan/update annually to EMSA in compliance with Sections 1797.250 and 1797.254 of the Health and Safety Code. The annual update is determined by EMSA in the agency's last EMS Plan decision.

A multicounty EMS agency that has implemented a specialty care system must complete and submit a trauma care system, STEMI/Stroke system, and EMS for Children program plan and annual updates to EMSA in compliance with Sections 1797.257, 1797.258, and 1799.205 of the Health and Safety Code, and Chapters 7, 7.1, 7.2, and 14 of Title 22, CCR, Division 9.

The multicounty EMS agency must complete and submit a Quality Improvement program and annual updates to EMSA in compliance with Chapter 12 of Title 22, CCR, Division 9.

The multicounty EMS agency shall regularly provide to EMSA, data it receives consistent with Section 1797.227 of the Health and Safety Code that conforms to EMSA's California EMS Information System Standards, National EMS Information System, and the California State EMS Data Set.

AUDIT

The multicounty EMS agency shall have an annual financial audit conducted by an independent or county auditor covering the fiscal year in which funds were allocated. The copy of the audit must be received by EMSA by December 31st. (See Section 6.1 - Audit)

The final audit shall determine:

- All costs incurred have been in accordance with the contract and EMSA #104.
- Proper accounting records have been maintained for the administration of the multicounty EMS agency and source documents have been filed.
- All reimbursements have been proper and reflect actual and allowable costs.
- Physical inventory has been taken of all equipment/property purchased with State General Fund money. (See Sections 3.4 and 5.3)
- Provisions have been made to retain source documents supporting costs incurred for at least three years after the applicant agency has received final payment or until any audit exceptions are resolved.

ATTACHMENT 1

QUARTERLY REPORTING - 1st THROUGH 4th QUARTER TASK REPORTS

Quarterly Reports are due to EMSA by the 15th calendar day of the month following the end of each quarter. The fourth quarter report is due by August 1st, and must include a Supplemental Year-End Data Report.

Quarterly Reports must contain a detailed description of work performed, the duties of all parties, and a summary of activities that have been accomplished during the quarter to meet the following eight EMS system components.

Component 1 - System Organization and Management

Objective - To develop and maintain an effective management system to meet the emergency medical needs and expectations of the total population served.

Tasks: The responsibilities of the EMS agency, at a minimum, include:

- Staff development, training, and, management
- Allocating and maintaining office space, office equipment, and office supplies
- Executing and maintaining contracts with member counties, service providers, consultants, and contractual staff
- Attending or participating in a minimum of 3 EMSA/LEMSA meetings annually (following advance notice and reasonable justification provided by the LEMSA, EMSA will make a determination on the flexibility of the attendance requirement on a case-by-case basis, and in the event the quarterly EMSA/LEMSA meeting is canceled, attendance at the meeting will not be counted for/against the LEMSA)

Component 2 - Staffing and Training

Objective - To ensure LEMSA authorized personnel functioning within the EMS system are properly trained, licensed/certified/authorized and/or accredited to safely provide medical care to the public.

Tasks: The responsibilities of the EMS agency, at a minimum, include:

- Ongoing assessment of local training program needs
- Authorizing and approving training programs and curriculum for all certification levels
- Providing training programs and classes as needed
- Providing ongoing certification/authorization/accreditation or personnel approval of local scope of practice for all certification levels
- Developing and maintaining treatment protocols for all certification levels
- Maintaining communication link with Quality Improvement program to assess performance of field personnel
- Conducting investigations and taking action against certification when indicated
- Authorizing, maintaining, and evaluating EMS continuing education programs

Continued on Next Page

ATTACHMENT 1

Component 3 - Communications

Objective - To develop and maintain an effective communications system that meets the needs of the EMS system.

Tasks: The responsibilities of the EMS agency, at a minimum, include:

- On-going assessment of communications status and needs
- Assuring appropriate maintenance of EMS related communications systems
- Approving ambulance dispatch centers
- Providing acceptable procedures and communications for the purpose of dispatch and on-line medical control
- Approving emergency medical dispatch (EMD) training and/or operational programs

Component 4 - Response and Transportation

Objective - To develop and maintain an effective EMS response and ambulance transportation system that meets the needs of the population served.

Tasks: The responsibilities of the EMS agency, at a minimum, include:

- Designating EMS responders including first responders, Limited Advanced Life Support (LALS)/Advanced Life Support (ALS) providers, ambulance providers, and Prehospital EMS Aircraft providers
- Monitoring local ordinances related to EMS
- Establishing policies and procedures to the system for the transportation of patients to trauma centers and/or specialty care hospitals as needed
- Implementing and maintaining contracts with providers
- Creating exclusive operating areas
- Inspecting ambulance or LALS/ALS providers
- Developing and enforcing performance standards as needed

Component 5 - Facilities and Critical Care

Objective - To establish and/or identify appropriate facilities to provide for the standards and care required by a dynamic EMS patient care delivery system.

Tasks: The responsibilities of the EMS agency, at a minimum, include:

- Designating base hospital(s) or alternate base stations for on-line medical control and direction
- Identifying ambulance receiving centers including hospitals and alternative receiving facilities in rural areas
- Identifying and designating, as needed, trauma centers and other specialty care facilities
- Periodically assessing specialty care system and plan(s) as needed
- Coordinating specialty care patients to appropriate specialty care center(s) or approved receiving hospitals
- Periodically assessing hospitals (e.g., trauma centers, STEMI centers, stroke centers, pediatric critical care centers (PCCC), emergency departments approved for pediatrics (EDAP)/pediatric receiving centers (PedRC), pediatric intensive care unit (PICU)
- Completing hospital closure impact reports

ATTACHMENT 1

Component 6 - Data Collection and System Evaluation

Objective - To provide for appropriate system evaluation through the use of quality data collection and other methods to improve system performance and evaluation.

Tasks: The responsibilities of the EMS agency, at a minimum, include:

- Reviewing reportable incidents
- Reviewing prehospital care reports including Automated External Defibrillator (AED) reports
- Processing and investigating quality assurance/improvement incident reports
- Monitoring and reporting on EMS System Core Measures by March 31st each year, and acknowledging completion of the monitoring and reporting as of March 31st each year
- Providing near real time data to CEMSIS, or at no less than monthly intervals
- Implementing Health and Safety Code Section 1797.227, including providing data from Electronic Health Records (EHR) using the current NEMSIS and CEMSIS version standards
- Engaging healthcare partners and Health Information Organizations in your jurisdiction in discussions and planning efforts to integrate EMS into developing health information exchange networks that promote interoperability and the use of the Search, Alert, File, Reconcile Model

Component 7 - Public Information and Education

Objective - To provide programs to establish an awareness of the EMS system, how to access and use the system, and provide programs to train members of the public in first-aid and CPR.

Tasks: The responsibilities of the EMS agency, at a minimum, include:

- Information and/or access to CPR and first-aid courses taught within the EMS system
- Involvement in public service announcements involving prevention or EMS related issues
- Availability of information to assist the population in catastrophic events, as appropriate
- Participating in public speaking events and representing the EMS agency during news events and incidents
- Seeking opportunities to collaborate with key partners, including local public health and other community organizations, to promote healthcare and injury prevention activities

Component 8 - Disaster Medical Response

Objective - To collaborate with the affected county/county's Office of Emergency Services, public health department(s), and EMS responders in the preparedness and response of the region's EMS system in the event of a disaster or catastrophic event within the affected operational area, region, or neighboring jurisdictions.

Tasks: The responsibilities of the EMS agency, at a minimum, include:

- Participating in disaster planning, training, and exercises, as needed
- Identifying medical disaster preparedness, mitigation, response, and recovery needs, as requested
- Coordinating the Medical Health Operational Area Coordination (MHOAC) Program or coordinating with the MHOAC Program of the affected county/counties, as appropriate

ATTACHMENT 1

- Coordinating the Regional Disaster Medical Health Coordination (RDMHC) Program or coordinating with the RDMHC Program within the member county/county's California Office of Emergency Services mutual aid region
- Developing policies and procedures for EMS personnel in response to multicasualty or disaster incidents
- Participating in the development of mutual aid agreements, as requested
- Collaborating with EMS providers on Incident Command Systems (ICS) and Standardized Emergency Management System (SEMS) training, as requested
- Providing opportunities/exercises for Ambulance Strike Team Leader Trainees to complete their Position Task Books (PTB), as available

SUPPLEMENTAL YEAR-END DATA REPORT

The Supplemental Year-End Data Report is due to EMSA by August 1st, and must be submitted with the 4th Quarter Task Report. The Supplemental Year-End Data Report must include year-end data for the individual workload indicators.

Component 1 - System Organization and Management

Objective - To develop and maintain an effective management system to meet the emergency medical needs and expectations of the total population served.

Workload Indicators:

- Total static population served (Determined by DOF estimates)
- Total annual tourism population (Determined by identified sources)
- Number of counties
- Geographic size of region (in square miles)

Component 2 - Staffing and Training

Objective - To ensure LEMSA authorized personnel functioning within the EMS system are properly trained, licensed/certified/authorized and/or accredited to safely provide medical care to the public.

Workload Indicators:

- Total number of personnel certified/authorized/accredited by EMS agency
- Total number and type of training programs approved by EMS agency
- Total number and type of training programs conducted by EMS agency
- Total number of continuing education providers authorized by EMS agency

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ATTACHMENT 1

Component 3 - Communications

Objective - To develop and maintain an effective communications system that meets the needs of the EMS system.

Workload Indicators:

- Total number of primary and secondary Public Safety Answering Points
- Total number of EMS responses
- Total number of EMD training programs approved by EMS agency
- Total number and type of EMD programs authorized by EMS agency

Component 4 - Response and Transportation

Objective - To develop and maintain an effective EMS response and ambulance transportation system that meets the needs of the population served.

Workload Indicators:

- Total ambulance response vehicles
- Total first responder agencies
- Total patients transported
- Total patients not transported (e.g., treated and released, total dry runs)
- Total number of LALS/ALS providers authorized by EMS agency
- Total number of transport providers in region

Component 5 - Facilities and Critical Care

Objective - To establish and/or identify appropriate facilities to provide for the standards and care required by a dynamic EMS patient care delivery system.

Workload Indicators:

- Total patients received
- Total number of hospitals designated by EMS agency (e.g., base, receiving, trauma, STEMI, stroke, PCCC, EDAP/(PedRC), and PICU)

Component 6 - Data Collection and System Evaluation

Objective - To provide for appropriate system evaluation through the use of quality data collection and other methods to improve system performance and evaluation.

Workload Indicators:

- Total patient care reports generated
- Total trauma patients
- Total cardiac patients
- Total medical patients
- Total pediatric patients
- Total number of situational/unusual occurrence reports processed by EMS agency

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Component 7 - Public Information and Education

Objective - To provide programs to establish an awareness of the EMS system, how to access and use the system, and provide programs to train members of the public in first-aid and CPR.

Workload Indicators:

- Total number of public information and education courses approved by EMS agency
- Total number of public information and education courses conducted by EMS agency
- Total number of public information and education events involving EMS agency

Component 8 - Disaster Medical Response

Objective - To collaborate with the affected county/county's Office of Emergency Services, public health department(s), and EMS responders in the preparedness and response of the region's EMS system in the event of a disaster or catastrophic event within the affected operational area, region, or neighboring jurisdictions.

Workload Indicators:

- Total number of Disaster/Multiple Casualty Incident (MCI) Responses (response with 5 or more victims)
- Total number of disaster drills involving staff
- Total disaster-related meetings attended by staff

ATTACHMENT 1

Budget Categories

Budget Categories	State General fund	Local Fund	Total
Personnel	\$266,055	\$922,239	\$1,188,294
*Fringe Benefits	\$98,440	\$802,299	\$900,739
Memberships	\$4,524.09	\$0	\$4,524.09
Administrative/Indirect 10% of Total Direct Costs	\$36,901.91		\$36,901.91
**Unreimbursed Indirect Cost (Local funding includes \$61,663.09 unreimbursable indirect cost for the portion of 16.71% over the allowable 10% from State General Fund)		\$61,663.09	\$61,663.09
		\$460,624	\$460,624
TOTALS	\$405,921	\$2,246,825.09	2,652,746.09

* Fringe benefits are reimbursable at maximum of 37% on personnel costs from State, and the exceeded costs are funded by local fund.

**Currently, Indirect cost applied in Fresno County is 26.71%.

Program Funding

Program Funding	State General Fund	Local Funds	Total
State General Fund	\$405,921		\$405,920
Kings County		\$53,874.60	\$53,874.60
Madera County		\$53,874.60	\$53,874.60
Tulare County		\$53,874.60	\$53,874.60
Fresno County		\$2,085,201.29	\$2,058,167.20
TOTALS	\$405,921	\$2,246,825.09	\$2,652,746.09

ATTACHMENT 1

Budget Detail/Narrative

Personnel:

The following positions are funded under this agreement.

Dale Dotson, EMS Coordinator	1.0 FTE	2080 hours @ \$36.762	\$76,465
Responsible for overall supervision of Operations in Fresno, Kings, Madera and Tulare Counties. Responsibilities include implementation and enforcement of policy and procedures, investigation of incidents, coordination between agencies and the EMS agency, first responder liaison, hospital and base hospital coordination, and attendance at EMS related meetings. 100% of his salary is paid for with State GF.			
Brandon Hill, Staff Analyst	0.5 FTE	1040 hours @ \$34.1433	\$35,509
Responsible for administrative functions, which includes development and processing of reports and agenda items. This position manages data and uses data to analyze various measurements of the EMS system. 100% of his salary is paid for with State GF.			
John Cardona, EMS Specialist	1.0 FTE	2080 hours @ \$33.4481	\$69,572
Responsible for Tulare operations and oversight, which includes ambulance inspections, performance reviews, contract compliance evaluations, performance and appeal investigation, Tulare County Ambulance Commission preparation, system performance reports, and attendance at EMS related meetings. 100% of his salary is paid for with State GF.			
Monica Bautista , Office Assistant III	1.0 FTE	2080 hours @ \$17.6221	\$36,654
Responsible for clerical support for the operations division, which includes miscellaneous administrative support, meeting minutes, purchasing and inventory, requisition management, and correspondence materials. 100% of his salary is paid for with State GF.			
Curtis Jack, EMS Coordinator	.62584 FTE	1301.75 hours @ 36.762	\$47,855
Responsible for Disaster Medical Services for the EMS region, which includes coordination with ambulance providers, hospitals and allied agencies in disaster response and preparedness.			

Note: Personnel listed above are funded through the funds listed in Program Funding

Personnel Classification

ATTACHMENT 1

Personnel	Staff Person	State General Fund		Local Funds		Total % of Time Local/State	State General Fund	Local Funds
		% of Time	Pay Rate*	% of Time	Pay Rate*			
Manager	Lynch			100%	\$54.1399	100%	0	\$112,611
Senior Specialist	Vacant			100%	\$36.7620	100%	0	\$76,465
Senior Specialist	Dotson	100%	\$36.7620			100%	\$76,465	0
Senior Specialist	Myers			100%	\$36.7620	100%	0	\$76,465
Senior Specialist	Parker			100%	\$36.762	100%	0	\$76,465
Senior Specialist	Jack	62.584%	\$36.7620	37.416%	\$36.7620	100%	\$47,855	\$28,610
Systems Program Analyst	Deaver			100%	\$38.7375	100%	0	\$80,574
IT Analyst	Vacant/Part-Time			100%	\$20.9827	100%	0	\$21,822
EMS Specialist	Barrera			100%	\$33.4481	100%	0	\$69,572
EMS Specialist	Cardona	100%	\$33.4481			100%	\$69,572	0
EMS Specialist	Vacant			100%	\$28.8409	100%	0	\$59,989
EMS Specialist	Rodriguez			100%	\$33.4481	100%	0	\$69,572
EMS Specialist	Buehler			100%	\$29.4529	100%	0	\$61,262
EMS Specialist	Lakela			100%	\$30.0615	100%	0	\$62,528
EMS Specialist	Part-time			74.33%	\$23.3095	74.33%	0	\$36,038
Staff Analyst	Hill	100%	\$34.1433			50%	\$35,509	0
Secretary IV	Brooks			78.44%	\$24.8647	78.44%	0	\$40,568
Office Assistant III	Alonso			50%	\$15.7865	50%	0	\$16,418
Office Assistant III	Bautista	100%	\$17.6221			100%	\$36,654	0
Stand-by Pay	Duty Officers			13312 hrs	\$2.50 / hr	100%	0	\$33,280
Total							\$266,055	\$922,239

*Salaries are based upon 2080 hours per year. Hourly rates are also rounded to the nearest cents.

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Fringe Benefits:

Benefit	Amount	Percent
Unemployment Insurance	\$424	0.17655%
Retirement	\$149,320	64.8%
OASDI contribution	\$18,336	7.650
Health Insurance	\$38,545	Flat Rate*
Benefits Administration	\$413	Flat Rate **
Life Insurance	\$72	Flat Rate ***
Total	****\$207,110	77.84%

* Health Insurance is estimated at a flat rate of \$8,643 per FTE. Employees with dependent coverage varies between (\$11,510 and \$11,641) is based on annual open enrollment information.

**Benefit administration is \$109 per FTE.

*** Life insurance is \$143.29 per FTE

****The Actual cost of fringe benefits is \$207,110. The State Agreement limits fringe benefit costs to 37% of total personnel costs. The remaining difference will be covered by local funds.

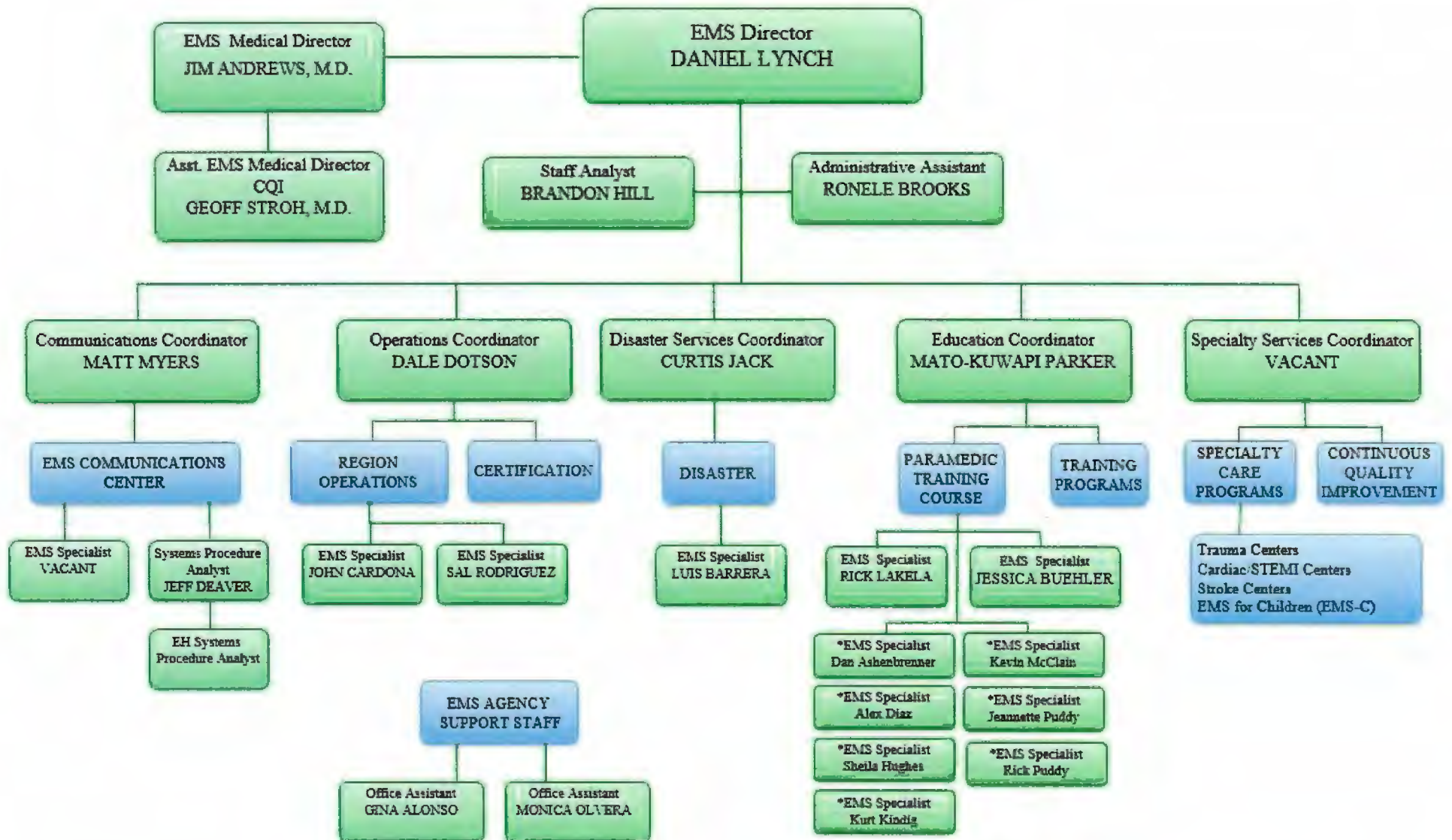
Budget Detail

Administrative/Indirect Cost:

Fresno County has chosen to claim the 10% overhead/indirect cost allowed by the State. The 25.42% of indirect cost rates are currently applied in Fresno County, and the cost includes administrative support, departmental support and county overhead. Fresno County will assume the responsibilities of the unreimbursable 15.42% indirect costs.

Central California EMS Agency

A Division of the Fresno County Department of Public Health



*Extra-help Part-time instructors

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute arising under this Agreement that is not disposed of by Agreement shall be decided by the EMSA Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be EMSA' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to EMSA for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. EMSA reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, EMSA may, at its discretion, terminate this Agreement with thirty (30) days' notice to Contractor.

3. Subcontractors

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, the Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

EXHIBIT D
Special Terms and Conditions

5. Assumption of Risk and Indemnifications Regarding Exposure to Environmental Health Hazards

In addition to and not a limitation of the Contractor's indemnification obligations contained elsewhere in this Agreement, the Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless EMSA, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of EMSA, the State of California, and/or any of their officers, agents and/or employees.

6. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code 42649.8 et. seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, the Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the EMSA Contract Manager

7. Force Majeure

Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

EXHIBIT D
Special Terms and Conditions

8. Employment of Undocumented Workers

By signing this contract, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers

9. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the EMSA Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the EMSA Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the DGS, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. DGS, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of its subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

10. Insurance Requirements

A. Commercial General Liability

- 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement.

EXHIBIT D
Special Terms and Conditions

This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

EMSA , State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement.

2) This endorsement must be supplied under form acceptable to DGS, ORIM.

11. Licenses and Permits

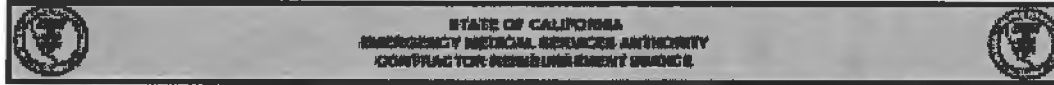
- A. The Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for any work under this Agreement.
- B. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- C. If the Contractor is any other business entity, Contractor must be registered and active/in good standing with the California Secretary of State, to the extent applicable.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide EMSA Contract Manager a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

12. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the State Board of Equalization or the Franchise Tax Board pursuant to Revenue and Taxation Code sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

EXHIBIT E
Sample Invoice

STATE OF CALIFORNIA
 EMERGENCY MEDICAL SERVICES AUTHORITY
 FMT 801B (Rev. 3-2018)



The Emergency Medical Services Authority
 Attention: Lisa Griffin
 1884 Gold Gate Drive, Suite 900A
 Rancho Cordova, CA 95670

DATE: X000000X
 CONTRACT NUMBER: X000000X
 INVOICE NUMBER: X000000X
 INVOICE PERIOD: X000000X
 INVOICE AMOUNT: \$ -

Proc: X000000000X

Purpose of this invoice is to reimburse contractor for actual expenditures incurred while performing the activities agreed upon as contained in Contract Number 000000000X. Supporting documentation of requested reimbursement to be provided upon request.

Budget Categories	Contract Budget	Contract Expenditures			Remaining Balance
		Contract	Other	YTD	
Salary Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Benefit Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -
Less Advances (if applicable)				\$ -	\$ -
Total Reimbursement Requested	\$ -	\$ -	\$ -	\$ -	\$ -

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 been paid or reimbursed by the Emergency Medical Services Authority.

Signature: _____ Title: _____
 Printed Name: _____ Date: _____

FOR BUREAU USE ONLY

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

Signature: _____ Title: _____
 Printed Name: _____ Date: _____

Agreement between the County of Fresno, Acting as the Central California Agency, and the California Emergency Medical Services Authority

Name/No.: Central California EMS Agency Grant (State Agreement No. C20-010)

Fund/Subclass: 0001/10000
Organization #: 56201692
Revenue Account #: 3503