

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
C17-007
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Emergency Medical Services Authority

CONTRACTOR'S NAME

County of Fresno acting as Central California EMS Agency

2. The term of this Agreement is: July 1, 2017 through June 30, 2018

3. The maximum amount of this Agreement is: \$404,842.00
Four Hundred Four Thousand Eight Hundred Forty Two and 00/100

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

- | | |
|--|---------|
| <input checked="" type="checkbox"/> Exhibit A – Scope of Work | 9 pages |
| <input checked="" type="checkbox"/> Exhibit B – Contract and Payment Provisions | 3 pages |
| <input checked="" type="checkbox"/> Exhibit B-1 - Budget Detail/Narrative | 5 pages |
| Exhibit C* – General Terms and Conditions | GTC 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 4 pages |
| Exhibit - D* Special Terms and Conditions | |
| <input checked="" type="checkbox"/> Exhibit E – Sample Invoice | 2 pages |

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 <http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR

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

County of Fresno acting as Central California EMS Agency

BY (Authorized Signature)



DATE SIGNED (Do not type)

9/12/2017

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Pacheco, Chairman, Board of Supervisors

ADDRESS

1221 Fulton Mall, 5th Floor, Fresno, CA 93721

STATE OF CALIFORNIA

AGENCY NAME

Emergency Medical Services Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

9/26/17

PRINTED NAME AND TITLE OF PERSON SIGNING

Howard Backer, MD, MPH, FACEP, Director

ADDRESS

10901 Gold Center Dr., Ste 400, Rancho Cordova, CA 95670-6073

California Department of General
Services Use Only

☒ Exempt per:
SCM Vol 1, 4.04(A)(4)

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

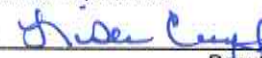
By 
Deputy

Exhibit A

Scope of Work

Scope of Work

The Fresno County Department of Public Health acting as the Central California Emergency Medical Services Agency (CEMSA) 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. As "mobile integrated healthcare" expands the EMS systems of today continue to find themselves in an awkward position of developing changes in the delivery model of prehospital care that must occur, 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 are looking towards healthcare models that further decrease the number of patients accessing emergency departments. The CCEMSA has implemented several changes this past year with the sole focus of trying to keep paramedic ambulances available to the EMS system. This includes increasing 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 a paramedic ambulance. The EMS Agency also 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 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 CCEMSA 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.

While we acknowledge the changing dynamics in today's healthcare systems, we remain confident in our ability to execute and look forward to the year ahead for Emergency Medical Services.

Multicounty EMS Agency Objectives

CCMSA shall agree to;

1st THROUGH 4th QUARTER TASK REPORTING**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 LEMSAs, 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 LEMSAs)

Component 2 - Staffing and Training

Objective - To ensure LEMSAs 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

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 trauma system and plan as needed
- Coordinating trauma patients to appropriate trauma center(s) or approved receiving hospitals
- Periodically assessing hospitals (e.g., pediatric critical care centers, emergency departments approved for pediatrics, other specialty care centers)
- Completing hospital closure impact reports

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 Defibrillators (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 data to CEMSIS monthly
- 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)
- Engaging healthcare partners and Health Information Organizations in your jurisdiction in discussions and planning efforts to integrate EMS into developing health information exchange networks according to the models being developed under the ONC grant

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 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.

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

- Participating in disaster planning and drills as needed
- Identifying disaster preparedness needs
- Coordinating the operational area disaster medical/health coordinator
- Coordinating the regional disaster medical/health coordinator system
- Developing policies and procedures for EMS personnel in response to a multi-casualty or disaster incident
- Facilitating mutual aid agreements
- Collaborating with all EMS personnel on training of incident command and Standardized Emergency Management System (SEMS)

4th QUARTER SUPPLEMENTAL DATA REPORTING

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

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, specialty centers, etc.)

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

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 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.

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

PERFORMANCE EVALUATION

There will be periodic assessments of the EMS Agency's performance by EMSA.

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

Agency: Emergency Medical Services Authority	Contractor: County of Fresno acting as Central California Emergency Medical Services Agency
Name: Lisa Galindo	Name: Dan Lynch, EMS Director
Phone: (916) 431-3688	Phone: (559) 600-3387
Fax:	Fax:
Email: lisa.galindo@emsa.ca.gov	Email: dlynch@co.fresno.ca.us

Direct all contractual/administrative inquiries to:

Agency: Emergency Medical Services Authority	Contractor: County of Fresno acting as Central California Emergency Medical Services Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Lisa Vigil, Contract Analyst	Attention: Dan Lynch, EMS Director
Address: 10901 Gold Center Dr, Ste 400 Rancho Cordova, CA 95670	Address: P.O. Box 11867 Fresno, CA 93775
Phone: (916) 431-3694	Phone: (559)600-3387
Fax: (916) 322-1441	Fax:
Email: lisa.vigil@emsa.ca.gov	Email: dlynch@co.fresno.ca.us

Exhibit B

Contract and Payment Provisions

Contract and Payment Provisions

Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed in Exhibit B-1, titled Budget Detail/Narrative, which is attached hereto and made a part of this Agreement.

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

Invoices shall be submitted on company letterhead and include the following;

1. Agreement Number
2. Invoice Number
3. Bill To Address
4. Remittance address
5. Sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears

Submit all invoices to:

Emergency Medical Services Authority
10901 Gold Center Drive, Suite 400
Rancho Cordova, CA 95670-6073
Attn: Lisa Vigil, Contracts Analyst

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

Final Invoices must be submitted no later than sixty (60) days after the end date of this agreement.

Payment will be for actual services provided or actual costs. If the 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.

Budget Contingency Clause

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

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B-1

Budget Detail and Narrative

Budget Detail and Narrative**Program Funding**

Program Funding	State General Fund	Local Funds	Total
State General Fund	\$404,842		\$404,842
Kings County		\$41,442	\$41,442
Madera County		\$41,442	\$41,442
Tulare County		\$41,442	\$41,442
Fresno County		\$2,542,785	\$2,542,785
TOTALS	\$404,842	\$2,667,111	\$3,071,953

Budget Detail

Budget Categories	State General fund	Local Fund	Total
Personnel	\$241,881	\$973,394	\$1,215,275
*Fringe Benefits	\$89,496	\$805,569	\$895,065
Materials and Supplies	\$20,521	\$164	\$20,685
Professional Services	\$11,140	\$347,780	\$358,920
Memberships	\$5,000	\$0	\$5,000
Administrative/Indirect 10% of Total Direct Costs	\$36,804		\$36,804
**Unreimbursed Indirect Cost (Local funding includes \$59,585 unreimbursable indirect cost for the portion of 16.19% over the allowable 10% from State General Fund)		\$59,585 \$480,619	\$59,585 \$480,619
TOTALS	\$404,842	\$2,667,111	\$3,071,953

* 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 16.19%.

Personnel

The following positions are funded under this agreement.

Dale Dotson, EMS Coordinator	1.0 FTE	2080 hours @ \$34.3159	\$71,377
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	1.0 FTE	2080 hours @ \$28.9514	\$60,219
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 @ \$31.2024	\$64,901
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 Olvera , Office Assistant III	1.0 FTE	2080 hours @ \$15.6423	\$32,536
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	.18 FTE	374 hours @ \$34.3159	\$12,848
Responsible for Disaster Medical Services for the EMS region, which includes coordination with ambulance providers, hospitals and allied agencies in disaster response and preparedness.			

Personnel Classification

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%	\$47,5322	100%		\$98,867.00
Senior Specialist	Becker			100%	\$34,3159	100%		\$71,377.00
Senior Specialist	Dotson	100%	\$34,3159			100%	\$71,377.00	
Senior Specialist	Jones			100%	\$34,3159	100%		\$71,377.00
Senior Specialist				100%	\$34,3159	100%		\$71,377.00
Senior Specialist	Jack	18%	\$34,3159	100%	\$34,3159	100%	\$12,848.00	\$58,529.00
Systems Program Analyst	Deaver			100%	\$36,1298	100%		\$75,150.00
EMS Specialist	Barrera			100%	\$31,2024	100%		\$64,901.00
EMS Specialist	Cardona	100%	\$31,2024			100%	\$64,901.00	
EMS Specialist	Myers			100%	\$31,2024	100%		\$64,901.00
EMS Specialist	Rodriguez			100%	\$31,2024	100%		\$64,901.00
EMS Specialist	Starkey			100%	\$31,2024	100%		\$64,901.00
EMS Specialist	Lakela			100%	\$24,9803	100%		\$51,959.00
EMS Specialist	Part-time			74.33%	\$23,3095	74.33%		\$36,038.00
Staff Analyst	Hill	100%	\$28,9514			100%	\$60,219.00	
Secretary IV	Brooks			100%	\$22,6313	100%		\$47,073.00
Office Assistant III	Alonso			100%	\$13,1663	100%		\$27,386.00
Office Assistant III	Olvera	100%	\$15,6423			100%	\$32,536.00	
Stand-by Pay	Duty Officers			13312 hrs	\$2.50 / hr	100%		\$33,280.00
*Salaries are based upon 2080 hours per year. Hourly rates are also rounded to the nearest cents.						Total	\$241,881	\$973,394

Fringe Benefits

Benefit	Amount	Percent
Unemployment Insurance	\$235	0.081%
Retirement	\$191,101	63.08%
OASDI contribution	\$22,981	7.65%
Health Insurance	\$44,760	Flat Rate
Benefits Administration	\$520	Flat Rate **
Life Insurance	\$214	Flat Rate
Total	***259,811	Actuals **

* Health Insurance is estimated at a flat rate of \$9,996 per FTE. Employees with dependent coverage (\$2,610) is based on annual open enrollment information.

**Benefit administration is \$104 per FTE.

***The Actual cost of fringe benefits is \$259,811. The State Agreement limits fringe benefit costs to 37% of total personnel costs. The remaining difference will be covered by local funds.

Materials and Office Supplies

The cost allocation of \$20,251 is the estimated cost of materials and office supplies for this program. The local cost of \$164 provides the necessary funding for materials and office supplies for the remaining programs in the EMS Agency.

Professional Services (Consultants)

The cost allocation of \$11,140 represents a portion of the cost for the EMS Medical Director agreement for Dr. Jim Andrews and one assistant medical director. The local funding of \$347,780 provides for the remainder of costs for reimbursement of ambulance costs for uncompensated transports. The EMS agency will adhere to the requirements of EMSA guideline #104, Section 6.1 regarding Audit requirements, which is reviewed and verified by Fresno County Department of Public Health accountants.

Memberships

The cost allocation of \$5,000 is the estimated cost of membership in the Cardiac Arrest Registry to Enhance Survival (CARES). Data from the 4-county EMS region will be submitted to this registry.

Administrative/Indirect Cost

Fresno County has chosen to claim the 10% overhead/indirect cost allowed by the State. The 26.19% 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 16.19% indirect costs. The local cost of \$480,619 provides for the administrative and overhead costs that are not associated with this agreement.

Exhibit C

General Terms and Conditions (GTC)

GTC 610

Please Note: The General Terms and Conditions, GTC 610, will be included in the Agreement by reference to Internet site:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

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 04/2017 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

Special Terms and Conditions**1. Amendments**

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

2. Excise Tax

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

3. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: unforeseen circumstances that make performance of the agreement impossible such as acts of war, civil unrest, acts of governments (such as changes in law) and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

4. License and Permits

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

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

to the 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.

- B. In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; Contractor agrees to provide EMSA with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

5. Inspection of Services

Services performed by Contractor under this Agreement shall be subject to inspection by 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.

6. Liability for Loss and Damages

Any damages by the contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due contractor under this Agreement.

7. Cancellation / Termination (SCM 7.85)

- A. This agreement may be cancelled or terminated without cause by the State by giving thirty (30) calendar days advance written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- B. Upon receipt of a notice of termination or cancellation from the State, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
- D. However, the agreement may be immediately terminated without advance notice for cause. The term "for cause" shall mean that the Contractor has committed a material breach of the provisions of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor. (Refer to GC, Exhibit C, Item 7. Termination for cause.)
- E. This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

8. Disputes

Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of EMSA, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of EMSA, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Director of EMSA.

9. Intellectual Property Rights

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

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

Exhibit E

Sample Invoice



C17-005

County of Fresno acting as Central California EMS Agency

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	
---	--	---

To: Attention: Lisa Vigil
Emergency Medical Services Authority
10901 Gold Center Drive, Suite #400
Rancho Cordova, CA 95670

DATE:
CONTRACT NUMBER:
INVOICE NUMBER:
INVOICE PERIOD:
INVOICE AMOUNT:

Remit To:

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

Budget Categories	Total Budget		Grant Expenditures						Remaining Balance	
	State	Local	Current		Prior		YTD		State	Local
Personnel Expenses										
Fringe Benefits										
Communications										
Travel (In State)										
<hr/>										
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: _____

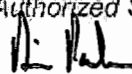
Printed Name: _____

Date: _____

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

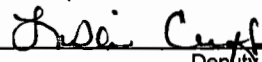
1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i> 94-6000-512
Proposer/Bidder Firm Name (Printed) County of Fresno		
By (Authorized Signature) 		
Printed Name and Title of Person Signing Brian Pacheco, Chairman, Board of Supervisors		
Date Executed 9/12/2017	Executed in the County and State of Fresno; California	

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

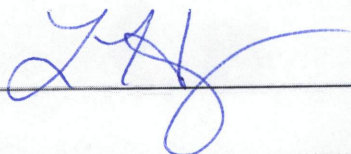
By 
Deputy

AGREEMENT BETWEEN THE COUNTY OF FRESNO AND THE STATE OF CALIFORNIA
COUNTY OF FRESNO ACTING AS CENTRAL CALIFORNIA EMS AGENCY

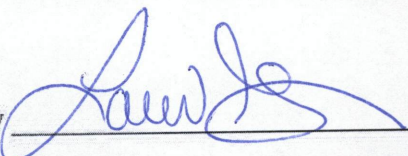
No.: State of California
Emergency Medical Services Authority
(EMSA) Regional EMS Administration
(#C17-007)

Term: July 1, 2017 – June 30, 2018

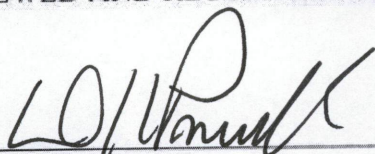
APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG,
COUNTY COUNSEL

By  _____

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
TREASURER -TAX COLLECTOR

By  _____

REVIEWED AND RECOMMENDED FOR APPROVAL:

By  _____
David Pomaville
Director
Department of Public Health

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

ks