

AGREEMENT NUMBER C18-002
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

Central California Emergency Medical Services Agency

2. The term of this Agreement is: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$405,407.00
Four Hundred Five Thousand Four Hundred Seven Dollars and 00/100

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

- | | |
|--|---------|
| <input checked="" type="checkbox"/> Exhibit A – Scope of Work | 8 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.dgs.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)



9/25/18

PRINTED NAME AND TITLE OF PERSON SIGNING

Sal Quintero, Chairperson, Board of Supervisors

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

Emergency Medical Services Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)



10/8/18

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 of the Board of Supervisors
County of Fresno, State of California

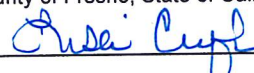
By  Deputy

Exhibit A

Scope of Work

Scope of Work

Refer to the Emergency Medical Services Authority (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>.

Multicounty EMS Agency Objectives

The Contractor agrees to complete and submit an EMS Plan update annually per Health and Safety Code section 1797.254, as determined by EMSA in the agency's last EMS Plan decision.

The Contractor shall operate and manage a regional EMS system, and report on accomplished work and duties to EMSA, as described herein.

Quarterly reports shall be submitted to EMSA on the 15th calendar day of the month following the end of each quarter, with exception of the fourth quarter report, which is due August 1st, and must include a supplemental year-end data report. The quarterly reports must contain a description of work performed, the duties of all parties, and a summary of activities the Contractor has accomplished to meet the following eight (8) components:

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 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 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 the State Emergency Medical Services Authority.

Contacts

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

Agency: Emergency Medical Services Authority	Contractor: Central California Emergency Medical Services Authority
Name: Lisa Galindo	Name: Daniel J. 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: Central California Emergency Medical Services Authority
Section/Unit: Administrative Unit	Section/Unit:
Attention: Lisa Vigil, Contract Analyst	Attention: Daniel J. 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

Each multicounty EMS agency requesting funding must also have on file a current EMS Plan/annual update approved by EMSA.

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, and any required reports.

Invoices 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**Budget Detail**

Budget Categories	State General fund	Local Fund	Total
Personnel	\$277,149	\$943,409	\$1,220,558
*Fringe Benefits	\$102,545	\$815,013	\$917,558
Administrative/Indirect 10% of Total Direct Costs	\$25,713		\$25,713
**Unreimbursed Indirect Cost (Local funding includes \$74,906 unreimbursable indirect cost for the portion of 16.5% over the allowable 10% from State General Fund)		\$74,906	\$74,906
		\$465,982	\$465,982
TOTALS	\$405,407	\$2,299,310	\$2,704,717

* 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 26.5%.

Program Funding

Program Funding	State General Fund	Local Funds	Total
State General Fund	\$405,407		\$405,407
Kings County		\$41,442	\$41,442
Madera County		\$41,442	\$41,442
Tulare County		\$41,442	\$41,442
Fresno County		\$2,174,984	\$2,174,984
TOTALS	\$405,407	\$2,299,310	\$2,704,717

Budget Narrative**Personnel**

The following positions are funded under this agreement.

Dale Dotson, EMS Coordinator	1.0 FTE	2080 hours @ \$36.4034	\$75,719
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 @ \$31.1168	\$64,723
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 @ \$33.0971	\$68,842
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 @ \$16.2457	\$33,791
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	.45 FTE	936 hours @ 36.4034	\$34,074
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

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%	\$50.4313	100%		\$104,897
Senior Specialist	Becker			100%	\$36.4034	100%		\$75,719
Senior Specialist	Dotson	100%	\$36.4034			100%	\$75,719	0
Senior Specialist	Myers			100%	\$36.4034	100%	0	\$75,719
Senior Specialist	Parker			100%	\$33.1971	100%	0	\$69,050
Senior Specialist	Jack	45%	\$36.4034	55%	\$36.4034	100%	\$34,073.55	\$41,645.45
Systems Program Analyst	Deaver			100%	\$38.3380	100%	0	\$79,743
IT Analyst	Vacant/Part-Time			100%	\$20.9827	100%		\$21,822
EMS Specialist	Barrera			100%	\$33.0971	100%	0	\$68,842
EMS Specialist	Cardona	100%	\$33.0971			100%	\$68,842	0
EMS Specialist	Vacant			100%	\$33.0971	100%	0	\$68,842
EMS Specialist	Rodriguez			100%	\$33.0971	100%	0	\$68,842
EMS Specialist	Vacant			100%	\$33.0971	100%	0	\$68,842
EMS Specialist	Lakela			100%	\$26.6870	100%	0	\$55,509
EMS Specialist	Part-time			74.33%	\$23.3095	74.33%	0	\$36,038
Staff Analyst	Hill	100%	\$31.1168			100%	\$64,723	0
Secretary IV	Brooks			100%	\$23.3101	100%	0	\$48,485
Office Assistant III	Alonso			100%	\$12.5644	100%	0	\$26,134
Office Assistant III	Olvera	100%	\$16.2457			100%	\$33,791	0
Stand-by Pay	Duty Officers			13312 hrs	\$2.50 / hr	100%	0	\$33,280
*Salaries are based upon 2080 hours per year. Hourly rates are also rounded to the nearest cents.						Total	\$277,148.55	\$943,409.45

Fringe Benefits:

Benefit	Amount	Percent
Unemployment Insurance	\$446	0.1610%
Retirement	\$166,153	71.36%
OASDI contribution	\$21,202	7.650
Health Insurance	\$44,138	Flat Rate*
Benefits Administration	\$712	Flat Rate **
Life Insurance	\$164	Flat Rate ***
Total	****\$232,815	84%

* Health Insurance is estimated at a flat rate of \$7,921 per FTE. Employees with dependent coverage varies between (\$10,797 and \$10,928) is based on annual open enrollment information.

**Benefit administration is \$160 per FTE.

*** Life insurance is \$164 per FTE

****The Actual cost of fringe benefits is \$232,815. The State Agreement limits fringe benefit costs to 37% of total personnel costs. The remaining difference will be covered by local funds.

Administrative/Indirect Cost

Fresno County has chosen to claim the 10% overhead/indirect cost allowed by the State. The 26.5% 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 16.5% indirect costs. The local cost of \$465,982 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>

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 an 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. This 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's 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

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	
			Current		Prior		YTD			
	State	Local	State	Local	State	Local	State	Local	State	Local
Personnel Expenses										
Fringe Benefits										
Communications										
Travel (In State)										
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 it's payment and hereby approved for payment.

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

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