

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C21-001

PURCHASING AUTHORITY NUMBER (If Applicable)

EMSA-4120

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

CONTRACTING AGENCY NAME

Emergency Medical Services Authority (EMSA)

CONTRACTOR NAME

Inland Counties Emergency Medical Agency

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$2,945,366.00 (Two Million Nine Hundred Forty Five Thousand Three Hundred Sixty Six Dollars and Zero Cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B Attachment 1	Milestone Budget Detail	3
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Inland Counties Emergency Medical Services Agency

CONTRACTOR BUSINESS ADDRESS

1425 South D Street

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Curt Hagman

TITLE

Chairman, Board of Directors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER C21-001	PURCHASING AUTHORITY NUMBER (If Applicable) EMSA-4120
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Emergency Medical Services Authority (EMSA)			
CONTRACTING AGENCY ADDRESS 10901 Gold Center Drive, Suite 400	CITY Rancho Cordovas	STATE CA	ZIP 95670
PRINTED NAME OF PERSON SIGNING Louis Bruhnke	TITLE Chief Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol 1, 4.04(A){4}		

EXHIBIT A**Scope of Work**

1. Inland Counties Emergency Medical Agency (ICEMA) shall provide Collection and Maintenance for Emergency Medical Services (EMS), Trauma, Stroke, STEMI, and EMS for Children (EMSC) Data as described herein.
2. ICEMA shall perform services at ICEMA and/or locations throughout California; any travel locations shall be provided to EMSA in advance for approval.
3. The term of this agreement shall be July 1, 2021 through June 30, 2024.
4. The Contractor shall provide services during normal business hours 7:00 AM – 4:30 PM, Pacific Standard Time, Monday through Friday, excluding State and Federal holidays.

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: Inland Counties Emergency Medical Agency
Section/Unit: Systems	Section/Unit:
Name: Tom McGinnis	Name: Thomas G. Lynch
Phone: (916) 431-3695	Phone: (909) 388-5830
Email: tom.McGinnis@emsa.ca.gov	E-Mail: tom.lynch@cao.sbcounty.gov

Direct all contractual/administrative inquiries to:

Agency: Emergency Medical Services Authority	Contractor: Inland Counties Emergency Medical Agency
Section/Unit: Administration	Section/Unit:
Name: Yolanda D. Jackson	Name: Thomas G. Lynch
Phone: (916) 431-8471	Phone: (909) 388-5830
Email: yolanda.jackson@emsa.ca.gov	E-Mail: tom.lynch@cao.sbcounty.gov

6. Project Summary

Data related to emergency medical services in California is currently captured locally by Emergency Medical Services (EMS) provider agencies and trauma centers as required by Title 22 of the California Code of Regulations. In most cases, data is transferred to one of California's thirty-three Local Emergency Medical Services agencies (LEMSAs), which are responsible for the administration of EMS in accordance with California Health and Safety Code Section 1797.227. The data reflects patient treatment and outcome in EMS, trauma, stroke, ST-elevation Myocardial Infarction (STEMI), and EMS for Children (EMSC) cases on the local level based on local data collection standards.

EXHIBIT A

While this captured data can be used to plan and improve EMS, trauma, stroke, STEMI and EMSC services by LEMSAs, it does not provide the ability to compare, benchmark, or integrate with like systems or statewide and national systems for performance improvement.

The California Emergency Medical Services Information System (CEMSIS) is a demonstration project for improving EMS data across California. CEMSIS offers a secure, centralized data system for collecting data about individual emergency medical service requests, patients treated at trauma, stroke and STEMI hospitals, and EMS provider organizations. CEMSIS-EMS uses the universal standard for how patient care information resulting from an emergency 9-1-1 call for assistance is collected called the National Emergency Medical Services Information System (NEMSIS). Health and Safety Code, Section 1797.227 requires the most current version of NEMSIS to be used to collect EMS data. CEMSIS-Trauma uses the national standard for how patient care information is collected called the National Trauma Data Standard (NTDS) published by the National Trauma Data Bank (NTDB).

Stroke, STEMI and EMSC data collection was mandated by regulations and came into effect on July 1, 2019. Stroke data uses the most current version of CEMSIS and NEMSIS and the hospital stroke patient care elements are consistent with the U.S. Centers for Disease Control and Prevention, Paul Coverdell National Acute Stroke Program (§ 100270.228(c)). STEMI data uses the most current version of CEMSIS and NEMSIS (§ 100270.126(c)) and/or the American Heart Association. EMSC collects data of both prehospital and hospital patient care data. EMSC prehospital data uses the most current version of CEMSIS and NEMSIS (§ 100450.223(a)(2)).

To improve local data quality and to prepare California EMS for upcoming national health information exchange expectations, EMSA and local agencies will use the most current version of the NEMSIS data standard. The current dataset, NEMSIS Version 3.4, provides a nationally standardized tool for a more detailed data collection and analysis that EMS professionals can use to integrate EMS patient care data with electronic medical records at hospitals. This allows EMS providers, hospitals, and government agencies to exchange patient information securely and in real time – leading to better patient outcomes and a smarter system of care.

The NEMSIS data standard will be issuing revisions and new versions of their data standard in the future that our data system will be required to adopt based on statutory requirements.

7. Introduction

In 2011, the Inland Counties Emergency Medical Agency (ICEMA) purchased a Web-Enabled Solution called ICEMA State Bridge to provide electronic Patient Care Record (ePCR) Data Entry for Trauma, Stroke, and STEMI specialty care programs and reporting from ImageTrend, Inc. This system provides a uniform mechanism for the collection of EMS data and the National Fire Information Reporting System (NFIRS) fire

EXHIBIT A

reporting and the ability to produce predesigned “canned”, ad-hoc, and analytical reports.

The Emergency Medical Services Authority (EMSA) is contracting with ICEMA to provide a State Data Repository for pre-hospital EMS, Trauma, Stroke, STEMI and EMSC data. The repository has a local collection and storage site. ICEMA will provide technical assistance to LEMSAs in order to revise their data collection systems and standards to be compliant with current and future national data standards enabling them to participate in CEMSIS.

The Agreement with ICEMA supports EMSA’s goal of implementation of a statewide California EMS Information System data repository using the most current version of the NEMSIS data standard and statewide trauma data repository system. Participation by LEMSAs provides a valuable tool for local EMS system quality improvement, improved EMS system management, and the ability to benchmark against and comply with existing EMS national standards. The Trauma Registry, Stroke Registry and STEMI Registry component of CEMSIS provides the necessary data for research and quality assessment to inform clinicians and policymakers about methods to optimize the care of injured patients. In the future, this project will enhance data collection and system evaluation by providing linkage to Office of Statewide Health Planning and Development (OSHPD) and Statewide Integrated Traffic Records System (SWTRS) databases not currently available to LEMSAs.

8. Objectives

In accordance with the terms of this agreement, ICEMA shall continue the collection and maintenance of EMS and trauma data from LEMSAs and implement the collection of Stroke, STEMI and EMSC data. The continuation of the original EMSA CEMSIS demonstration project and maintenance of EMS and trauma data, as well as implementation of Stroke, STEMI and EMSC data for the CEMSIS project will improve access to and sharing of data with EMS partners across the State including LEMSAs, EMS provider agencies, and trauma centers. The Contractor will:

- A. Ensure advancements of the CEMSIS project by ensuring the LEMSAs data is compatible and in compliance with the most current versions of the NEMSIS and CEMSIS data standards.
- B. Integrate new and existing data with ICEMA Elite, a cloud-based system in order to create ad hoc or canned reports for users.
- C. Provide a secure hosting environment for CEMSIS data.
- D. Assist EMSA in obtaining data and information from LEMSAs as required in statute and regulations.

EXHIBIT A**9. Deliverables**

The Contractor will:

- A. Provide automated reports of program activities to EMSA to satisfy reporting requirements as mutually agreed but at no less than a monthly basis as required by the reporting need within EMSA. Reporting shall include but not be limited to EMS Core Measures Project, Ambulance Patient Offload Time (APOT) and the National EMS Quality Alliance (NEMSQA) measures.
 - 1. Provide shared automated reports created above to LEMSAs on a monthly basis on EMSA's request.
- B. Provide data to assist in the development, implementation, and operation of CEMSIS dashboards to be displayed on EMSA's website through a software program capable of providing real time or daily updates to information presented on the dashboards. The software shall be capable of EMS systems surveillance and clinical performance measuring in the form of canned reporting available to EMSA directly from the software program

10. Contractor Tasks and Responsibilities

- A. Collection and Maintenance of EMS, Trauma, Stroke, STEMI, and EMSC Data
 - 1. Specifications for CEMSIS Data Integration with ImageTrend Elite, (NEMSIS version 3 software or most current version of NEMSIS).
 - A. ICEMA shall continue to work with LEMSAs on configuration and setup of CEMSIS. The configuration and setup of CEMSIS will be as follows:
 - 1. EMSA shall provide CEMSIS ID's as requested by LEMSAs or EMS agencies to identify EMS agencies who will report EMS data to CEMSIS.
 - B. ICEMA shall enter/update all LEMSAs into ImageTrend Elite.
 - 1. Create user account with proper security levels for system administrators.
 - 2. Create profile to include reporting based on security level.
 - C. ICEMA shall enter/add all EMS related destinations in California, including codes, levels, address. Configuration includes type of facility and any special programs offered. Examples include:
 - 1. Hospitals
 - 2. Skilled Nursing Facilities
 - 3. Urgent Care Facilities
 - D. ICEMA shall enter/add all EMS providers in California, including highest level of certification.
 - E. ICEMA shall enter/update medications listed in NEMSIS V3.4.0, most current version of NEMSIS or most current version of CEMSIS.

EXHIBIT A

- F. ICEMA and EMSA shall jointly create a CEMSIS dataset to allow reporting of NEMSIS data by EMSA (National and State elements).
- G. ICEMA shall create integration accounts to allow web services to ICEMA's Elite site to allow automated reporting of NEMSIS V3.4.0 data or most current version.
 - 1. Configuration at ImageTrend Elite.
 - 2. Work with each provider/LEMSA to allow access to submit data to ImageTrend Elite.
 - 3. Test and validate data was received (not quality).
- H. ICEMA shall assist EMSA with implementation of future changes to the NEMSIS data standard as they occur.
- 2. EMS data elements entered into CEMSIS may include elements outside of NEMSIS standard until a State schematron is put in place. ICEMA shall develop the State schematron for EMSA.
- 3. Each LEMSA or their designated appointee can send EMS data into CEMSIS using NEMSIS V3.4.0 web services or most current version.
 - A. All data must pass current schematron requirements.
 - B. Records not passing schematron will be automatically returned to the LEMSA (indicating error) for verification, correction, and re-submission.
 - C. CEMSIS will only accept one record per file submitted.
- 4. CEMSIS data submissions will not be accepted directly from individual provider agencies unless agreed and approved by the LEMSA or as required under statute and regulation.
- 5. Submission of CEMSIS data will result in a confirmation of data received to the entity that uploaded the EMS data.
 - A. If requested, each LEMSA or their designated appointee may receive notification of the success of file transmission into CEMSIS.
 - B. All data and information received from CEMSIS will be accessed, viewed, and maintained in a secure, Health Insurance Portability and Accountability Act (HIPAA) and California Department of Health Care Services Data De-Identification Guideline compliant manner.
 - C. Data retention policy - CEMSIS data will be maintained for a period of 4 calendar years + current year. Example current year is 2021, prior 4 years would be 2020, 2019, 2018, and 2017. All data prior to 2017 will be purged.
- B. Specifications for CEMSIS Data Integration with ImageTrend Patient Registry, (trauma registry)

EXHIBIT A

1. CEMSIS-Trauma will accept trauma files created using a national standard data format with all statutory and regulatory required elements.
 - A. Files for submission can be created for export/import from all NTDB compliant systems.
 - B. No specialized programming is required at the LEMSA level for NTDB compliant systems.
 - C. Data submission into CEMSIS Trauma Registry will be limited to that year's NTDS dataset subject to annual changes imposed by NTDB.
2. CEMSIS-Trauma will accept trauma data in two (2) formats:

Trauma Registry: direct data input

 - A. NTDB format – data submission.
 - B. ICEMA will provide NTDS dataset for reporting of trauma data using direct data entry.
3. EMSA will create and coordinate rules governing the collection and distribution of EMS data and will assure participation by all stakeholders.
4. EMSA will assure timely submission of data from LEMSAs through EMS Plan approval.
- C. Specifications for CEMSIS Data Integration with ImageTrend Stroke Registry.
 1. CEMSIS-Stroke will accept stroke files using the most current version of CEMSIS and NEMSIS.
 - A. Data submission into CEMSIS-Stroke will be consistent with the most recent version of the U.S. Centers for Disease Control and Prevention, Paul Coverdell National Acute Stroke Program Resource Guide.
 2. CEMSIS-Stroke will accept stroke data in two (2) formats:
 - A. Stroke Registry: direct data input.
- D. Specifications for CEMSIS Data Integration with ImageTrend STEMI Registry.
 1. CEMSIS-STEMI will accept STEMI files using the most current version of CEMSIS and NEMSIS.
 - A. Data submission into CEMSIS-STEMI will be consistent with data elements specified in 22 CCR § 100270.126.
 2. CEMSIS-STEMI will accept STEMI data in two (2) formats:
 - A. STEMI Registry: direct data input
- E. Specifications for CEMSIS Data Integration with EMSC data.
 1. EMSC data shall be consistent with CCR Title 22 EMSC Regulations requirement.

EXHIBIT A

11. Data Storage Cost

- A. Cost is based on Tier 1 Premium high-speed enterprise data storage services, including data backup and recovery.
- B. Current configuration includes the below servers:
 - 1. Production Servers All Load Balanced
 - A. Physical SQL Servers (High Availability)
 - B. VM Applications Servers
 - C. VM Report writer
 - 2. DR Site
 - A. Physical SQL Server
 - B. VM SQL Server (High Availability)
 - C. VM Application Servers
- C. Estimated growth per year is 2TB based on 5M Patient Care reports per year. Growth can be reduced with a data retention policy.

12. Project Management and Training

- A. ICEMA shall provide on-going project management oversight and facilitate implementation of CEMSIS using the provided ImageTrend Elite or Patient Registry.
 - 1. CEMSIS will accept data fields necessary for the matching of patient records between multiple sources of information, such as SWTRS, OSHPD, trauma, Stroke, STEMI, EMSC and other specialty care registries.
 - A. These data fields will include but not be limited to patient first name, last name, DOB, and incident zip code.
 - B. These fields shall not be used for other purposes outside matching of patient records as indicated above.
 - C. ICEMA shall assist EMSA in efforts to maintain access to data from exterior sources such as Biospacial and Continuum.
- D. ICEMA shall provide unlimited number of user accounts and logins to CEMSIS for EMSA. The account will be limited to one (1) user at each LEMSA.
 - 1. EMSA user accounts and logins will allow access to CEMSIS demo account for verification of functionality.
 - 2. EMSA user accounts and logins will be limited to the report writer, LEMSA canned reports, and the visual informatics module for report development.
- E. CEMSIS user support
 - 1. LEMSA user accounts and logins will be provided upon written request.

EXHIBIT A

- A. LEMSA user accounts will be configured with permissions to submit EMS and trauma data to CEMSIS.
- B. LEMSA user accounts and logins will provide the ability to run limited CEMSIS canned reports.
- 2. ICEMA shall provide all first line user (LEMSA and EMSA) CEMSIS support M - F 7:00 am - 4:30 pm Pacific Time and ImageTrend shall provide secondary user support M - F 8:30 am - 5:00 pm Central Time.
- 3. ICEMA shall assist the LEMSAs with data transmission to the State Data Repository.
- 4. ICEMA shall provide web-based training to all EMSA users on CEMSIS data submission and reporting. Topics will include:
 - A. Data Reporting - Best method to extract data.
 - B. Viewing Data - Format useful to EMSA.
- 5. ICEMA shall provide upon request up to sixteen (16) hours of web based "train the trainer" education to LEMSAs on EMS data submission to CEMSIS per year. Topics will include:
 - A. Submitting CEMSIS Data to ICEMA Elite.
 - B. Viewing error logs.
 - C. Running limited reports.
 - D. Web services to State Data Repository.
- 6. ICEMA shall provide upon request up to thirty-two (32) hours of web based "train-the-trainer" education to LEMSAs on trauma data submission to CEMSIS per year. Topics to include:
 - A. Uploading NTDB Data to the Patient Registry.
 - B. Creating User Accounts for Hospital Registrars Data Entry vs. NTDB Upload.
 - C. Data Entry 101.
 - D. Reporting in Patient Registry.
- F. ICEMA shall facilitate the transmission of the data from the ImageTrend Elite (CEMSIS) statewide repository to the NEMSIS repository on a daily basis under normal operating circumstances. In the event of unforeseen situations that can limit or restrict ICEMA to submit data, EMSA staff will be notified of the situation with data submission to continue upon resolution of the situation.
- G. ICEMA shall assist EMSA with implementation of necessary processes to allow EMSA to store and access data if EMSA houses a server at EMSA offices.
- H. ICEMA shall assist EMSA with implementation of an EMS DataMart as requested.

EXHIBIT A

- I. ICEMA shall assist EMSA with California Department of Public Health (CDPH) contract in providing data consistent with EMSA/CDPH agreement 19-10034 (C19-029) dated 6/19/2019 attached to this agreement for reference.
- J. ICEMA shall assist EMSA with Continuum.
- K. ICEMA shall facilitate the transmission of EMS and Trauma data from the ImageTrend Elite (CEMSIS-EMS) and ImageTrend Patient Registry (CEMSIS-Trauma) statewide repository to Biospatial on a daily basis under normal operating circumstances. In the event of unforeseen situations that can limit or restrict ICEMA to submit data, EMSA staff will be notified of the situation with data submission to continue upon resolution of the situation.
- L. Travel will be approved when personal contact related to the operation of CEMSIS is in the best interest of the State as deemed necessary by EMSA. The Contractor will provide the travelers name(s), destination, and purpose of travel to EMSA in writing in advance of the trip and travel must be preapproved by EMSA. Travel will be approved when deemed by EMSA that personal contact is in the best interest of the State. Travel costs are allowable for transportation, lodging, subsistence, and related items incurred by ICEMA employees who are traveling on official business directly related to the operation of CEMSIS. All travel expense and per diem reimbursement rates shall be in accordance with the rates of the California Department of Human Resources (CalHR) at the time of travel. Maximum reimbursable rates can be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.
Travel shall be approved by the EMSA EMSS Division Chief or their designee.
- M. ICEMA shall provide EMSA continuation of the collection and maintenance of EMS, trauma, Stroke, STEMI and EMSC data from the LEMSAs.

EXHIBIT B

Budget Detail and Payment Provisions

1. Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed in Exhibit B-1, titled Budget Detail and 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
Attn: Tom McGinnis, C21-001
10901 Gold Center Drive, Suite 400
Rancho Cordova, CA 95670-6073

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.

2. Budget Contingency Clause

- A. 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

EXHIBIT B

State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

- B. 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 to the Contractor to reflect a reduction in the amount.

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. Taxes

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

EXHIBIT B – ATTACHMENT 1
Milestone Budget Detail

Budget Category	Expenditures		
	21/22 FY	22/23 FY	23/24 FY
Personnel	\$128,705	\$128,705	\$128,705
Implementation and Deployment	\$0	\$0	\$0
Equipment: (servers, network, hardware)	\$30,000	\$30,000	\$30,000
Software Deployment and Licenses	\$90,000	\$90,000	\$90,000
Travel	\$20,000	\$20,000	\$20,000
Miscellaneous Costs	\$8,279	\$8,279	\$8,279
Storage Cost per year	\$146,879	\$195,798	\$250,077
Continuum **	\$720,150	\$135,150	\$135,150
STEMI Registry -GWTG - CAD *	\$50,450	\$17,950	\$17,950
CDPH Auto Export - Based on NEMSIS only XML	\$62,500	\$12,500	\$12,500
STROKE Registry - Coverdell *	\$37,200	\$26,200	\$26,200
Indirect Costs 10%	\$129,416	\$66,458	\$71,886
Sub-Total	\$1,423,579	\$731,040	\$790,747

Year 1 – 21/22 FY	\$1,423,579
Year 2 – 22/23 FY	\$731,040
Year 3 – 23/24 FY	\$790,747
Contract Total	\$2,945,366

Budget Narrative

Personnel

Salary for ICEMA personnel are for activities related to project objectives. Personnel expenditures for three (3) ICEMA employees are summarized as follows (all calculations are approximate):

Position	Hourly Rate *	Number of Hours	Expenditures
Project Manager	\$80.66 per hour	1,000	\$ 80,660
Support Specialist #1	\$61.33 per hour	500	\$ 30,665
Support Staff	\$34.76 per hour	500	\$ 17,380
Total Expenditures			\$ 128,705

- Includes Benefits

EXHIBIT B – ATTACHMENT 1
Milestone Budget Detail

Implementation and Deployment

Custom Deployment Costs = \$175/per hour if approved. Not applicable.

Total = \$0

Equipment

V 3.4 X

Servers, network, hardware, etc.

Total = \$30,000

Data Storage Cost

Cost is based on Tier 1 Premium high-speed enterprise data storage services, including data backup and recovery.

Current configuration includes the below servers:

Production Servers All Load Balanced

3 - Physical SQL Servers - (High Availability)

7 - VM Applications Servers

5 - VM Report writer

DR Site

1 – Physical SQL Server

1 – VM SQL Server - (High Availability)

2 – VM Application Servers

Estimated growth per year is 2TB based on 5M Patient Care reports per year. Growth can be reduced with a data retention policy.

Software Deployment and Licenses

V2.2.1 and V3.4X

Licensing and annual support and maintenance.

\$90,000

Travel

Travel costs are allowable for transportation, lodging, subsistence, and related items incurred by ICEMA employees who are traveling on official business directly related to the operation of CEMSIS.

Total = \$20,000

EXHIBIT B – ATTACHMENT 1
Milestone Budget Detail

Miscellaneous Costs

Video conference services, tech support remote access software, continuing education, users' group, and meetings.

\$689.92/per month for twelve months

Total = \$8,279

Indirect Costs

Indirect costs will be provided at a rate of 10%. Indirect costs are those costs that cannot be attributed directly to a specific cost center but are a percentage of overall costs to the Contractor for this project.

Total = \$267,761

EXHIBIT C

General Terms and Conditions (GTC - 04/2017)

The General Terms and Conditions are herein incorporated by reference and are available at the Internet site:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

EXHIBIT D**Special Terms and Conditions****1. Change Order(s)**

The Contractor or Emergency Medical Services Authority (EMSA) may propose in writing minor alterations or revisions to the activities, tasks, deliverables and performance time frames specified in the Scope of Work, provided such changes are not significant in nature and do not alter the overall goals and basic purpose of the agreement. Those changes may include the substitution of specified activities or tasks; the minor alteration or substitution of contract deliverables and modifications to individual target dates (other than contract completion), and to delete tasks, deliverables, and/or objectives. Unless otherwise stipulated in this agreement, all such minor alterations or revisions are subject to written approval by EMSA before their implementation. No such alterations or revisions to the Scope of Work will be binding on either Party until approved by both Parties.

2. 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 EMSA'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.

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 Agreement.

- 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

EXHIBIT D

of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to 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 Agreement; 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), EMSA may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. Inspections 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

Damages by the Contractor to the EMSA's facility including equipment, furniture, materials, or other State property related to this Agreement will be repaired or replaced by the Contractor to the satisfaction of EMSA at no cost to EMSA. EMSA 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)

- N. This Agreement may be cancelled or terminated without cause by EMSA 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 EMSA should substantially fail to perform its responsibilities as provided herein.
- B. Upon receipt of a notice of termination or cancellation from EMSA, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Agreement 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

EXHIBIT D

material breach of the provisions of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on EMSA'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 Agreement 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 the 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 (data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, written or graphic work, etc.) or otherwise, developed under this Agreement shall become the property of EMSA and are subject to the right of EMSA as set forth in this section. Products shall not be disclosed without the written permission of the Director of EMSA and the Administration if necessary. Each report developed for this Agreement 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. EMSA shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, ICEMA may copyright same, except that, as to any work which is copyrighted by ICEMA, EMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use of work, or any part thereof, and to authorize others to do so.

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

10. Acceptance of Deliverables

When the Agreement calls for a product or report, EMSA agrees to notify the Contractor's administrative representative, in writing, with thirty (30) working days of receipt of the product or report if it is unacceptable. If the Contractor receives no such notification, it is assumed that the product is acceptable.

11. Federal Terms and Conditions

The Contractor will be required to comply with all applicable Federal Regulations and guidelines covered under:

EXHIBIT D

- A. 42 CFR 495 Subparts D and 45 CFR 75
- B. Software and ownership rights: FR 95.617
- C. HITECH regulations: 42 CFR 495 Subpart D is the HITECH regulations.
- D. Any other applicable federal regulations

12. Federal Contract Funds

- a. It is mutually understood between both Parties that this Agreement may have been written for the mutual benefit of both Parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current fiscal year and/or any subsequent years covered under this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- c. The Parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. EMSA has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds

13. Rights in Data

In general, recipients own the rights in data resulting from a grant-supported project or Program. However, the Notice of Award may indicate alternative rights, e.g., under a cooperative agreement or based on specific programmatic considerations as stated in the applicable program announcement or solicitation. Except as otherwise provided in the Notice of Award, any publications, data, or other copyrightable works developed under an HHS grant may be copyrighted without prior approval.

For this purpose, "data" means recorded information, regardless of the form or media on which it may be recorded, and includes writings, films, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files, data processing or computer programs (software), statistical records, and other research data.

Protected patient health information is not considered data for the purposes of this section.

14. Confidentiality of Data

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall

EXHIBIT D

be released, published, or made available to any person (except to the State) without prior written approval from the State.

The Contractor by acceptance of this Agreement is subject to all of the requirements of California Civil Code Sections 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

15. Potential Subcontractors

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

16. Good and Services

The State reserves the rights to inspect, reject, and/or accept all goods and services provided within this agreement.

EXHIBIT E – Sample Invoice

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



STATE OF CALIFORNIA
EMERGENCY MEDICAL SERVICES AUTHORITY
CONTRACTOR REIMBURSEMENT INVOICE



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

DATE:
CONTRACT NUMBER: C18-036
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 #C16-034. Supporting documentation of requested reimbursement will be provided upon request.

Budget Categories	Budget	Expenditures			Remaining Balance
		Current	Prior	YTD	
Personnel					
Supplies					
Implementation and Deployment					
Equipment (servers, network, and hardware)					
Software Deployment and Licenses					
Travel					
Miscellaneous Costs					
Indirect Costs					
<hr/>					
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 all respects true, correct, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-10034

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

California Emergency Medical Services Authority

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$15,715,755 Fifteen Million Seven Hundred Fifteen Thousand Seven Hundred Fifty-Five Dollars and No Cents

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B	Attachment I - Budget (Year 1)	1
Exhibit B	Attachment II - Budget (Year 2)	1
Exhibit B	Attachment III - Budget (Year 3)	1
Exhibit B	Attachment IV - Budget (Year 4)	1
Exhibit B	Attachment V - Budget (Year 5)	1
Exhibit C *	General Terms and Conditions	GIA 610
Exhibit D	Additional Provisions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

California Emergency Medical Services Authority

CONTRACTOR BUSINESS ADDRESS

10901 Gold Center Drive, Suite 400

CITY

Rancho Cordova

STATE

CA

ZIP

95670

PRINTED NAME OF PERSON SIGNING

Howard Backer

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

Howard Backer

DATE SIGNED

6/19/19

EXHIBIT F
EMSA/CDPH Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-10034

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Jeff Mapes

Joseph Torres

TITLE

Chief, Contracts Management Unit

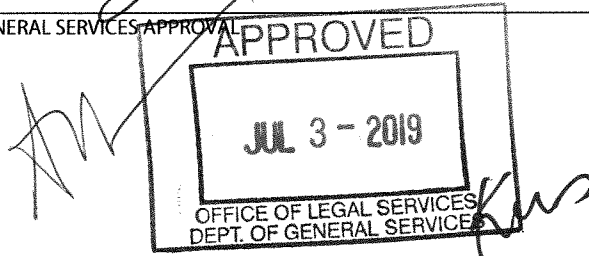
CONTRACTING AGENCY AUTHORIZED SIGNATURE

Joseph Torres

DATE SIGNED

7/02/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

Exhibit A

Scope of Work

1. Service Overview

California Emergency Medical Services Authority (EMSA) agrees to provide the following services to the California Department of Public Health (CDPH).

The EMSA will assist CDPH in addressing three of the eight Healthcare Preparedness Capabilities under the U.S. Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Hospital Preparedness Program. Capabilities consist of the following: 1) Healthcare System Preparedness, 2) Medical Surge and 3) Volunteer Management.

2. Services to be Performed

EMSA shall provide support and administrative oversight as outlined in the Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) federal cooperative agreements, including and/or as approved annually in the HPP and PHEP federal cooperative agreements.

1. Prepare mid-year and end-of-year reports on the progress of all projects outlined in the federal cooperative agreement, as well as respond to various drills and exercises as requested by CDPH. Assist in the planning and development of the annual grant application for the HPP and PHEP cooperative agreements.
2. Continue to develop and provide oversight for the development of training curriculum for the Ambulance Strike Team Program.
3. Roll out the statewide patient movement plan to local partners. This plan includes policies and procedures for patient movement following a large-scale disaster. Develop procedures on integrating existing systems into a cohesive interoperable patient tracking system that can be used for both day-to-day operations and during an incident requiring a large-scale tracking system.
4. Support the Regional Disaster Medical Health Specialist (RDMHS) Program. The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS assists in the development of a coordinated regional disaster medical and health response system, including the development and maintenance of regional plans and procedures and the facilitation of drills and exercises. During an event with public health or medical impacts, the RDMHS coordinates disaster information and medical and health mutual aid and mutual assistance within the region or in support of other affected regions.
5. Maintain the Mobile Medical Assets Training Program.
6. Maintain and support the California Medical Assistance Team Program.
7. Continue the development and training for Emergency Function 8 (EF 8) coordinators, including conducting a pilot training, creating an Operational Area-Level Medical and Health Situation Report, conducting a facilitated discussion/tabletop of roles and responsibilities of the Medical and Health Coordination Center, EF 8 coordinator, Agency Liaisons and EF 8 Department Operations Centers during emergencies.
8. Continue to assist CDPH in the development of policies and procedures for the Medical and Health Coordination Center Emergency Incident Response Teams.
9. Maintain and continue the recruitment and training for the Disaster Healthcare Volunteers (DHV) Program, including a full scale exercise of the DHV system and revising and refining the deployment policies and procedures of the DHV Deployment Operations Manual.
10. Maintain and keep ready to deploy the Mobile Medical Assets, including all interoperable communications.

Exhibit A
Scope of Work

11. Assist in the development of "crisis care" guidelines to address the inclusion of critical components of the emergency medical and healthcare system response necessary to plan for and respond to major medical situations of high demand on medical surge and scarce medical resources.

Exhibit A
Scope of Work

3. Service Location

The services shall be performed at various statewide facilities accessible to EMSA and its various statewide facilities.

Normal Contractor working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State-observed holidays.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	Emergency Medical Services Authority
Frances Viramontes-Maddox Telephone: (916) 650-6455 Fax: (916) 650-6420 Email: frances.viramontes-maddox@cdph.ca.gov	William (Bill) Hartley Telephone: (916) 255-1802 Fax: (916) 323-4898 Email: william.hartley@emsa.ca.gov

B. Direct all inquiries to:

California Department of Public Health	Emergency Medical Services Authority
Emergency Preparedness Office Attention: Frances Viramontes-Maddox Mail Station Code 7002 1615 Capitol Avenue, Suite 73.373 P.O. Box Number 997377 Sacramento, CA 95899 Telephone: (916) 650-6455 Fax: (916) 650-6420 Email: frances.viramontes-maddox@cdph.ca.gov	Attention: William (Bill) Hartley 10901 Gold Center Drive, Suite 400 Rancho Cordova, CA 95670 Telephone: (916) 255-1802 Fax: (916) 323-4898 Email: william.hartley@emsa.ca.gov

C. All payments from CDPH to the Contractor shall be sent to the following address:

Remittance Address

Emergency Medical Services Authority

Contracted Fiscal Services
Attention: William Hartley
707 Third Street – 6th Floor
West Sacramento, CA 95605

Telephone: (916) 255-1802
Fax: (916) 323-4898
Email: william.hartley@emsa.ca.gov

Exhibit A
Scope of Work

- D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Subcontractor Requirements

All subcontracting must comply with the requirements of the State Contracting Manual, Sections 3.03, 3.06, 3.18, and 4.04, as applicable.

Regional Disaster Medical/Health Specialist (RDMHS): The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS assists in the development of a coordinated regional disaster medical and health response system, including the development and maintenance of regional plans and procedures and the facilitation of drills and exercises. During an event with public health or medical impacts, the RDMHS coordinates disaster information and medical and health mutual aid and mutual assistance within the region or in support of other affected regions.

There is a contracted RDMHS in each of the six mutual aid regions in California. The contracted agencies are: Riverside EMS Agency, Kern County EMS Agency, San Joaquin County EMS Agency, Sierra-Sacramento Valley EMS Agency, Alameda County EMS Agency and Los Angeles County EMS Agency.

Specific preparedness activities conducted by the RDMHS include education and training related to California's Public Health and Medical System, including the Public Health and Medical Emergency Operations Manual (EOM) and the Medical Health Operational Area Coordination (MHOAC) Program. To strengthen coordination within California's Public Health and Medical System, the RDMHS coordinates and facilitates quarterly regional meetings to include local public health, EMS and healthcare partners.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing

- A. In no event shall the EMSA request reimbursement from CDPH for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered and upon receipt and approval of the invoices, CDPH agrees to compensate EMSA for actual expenditures incurred in accordance with the budget(s) specified in Attachment I, II, III, IV, and V, of this Exhibit.
- C. The EMSA shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to CDPH for costs incurred pursuant to this agreement. In Addition, each invoice shall contain the following:

19-10034
Frances Viramontes-Maddox
California Department of Public Health
Emergency Preparedness Office
MS 7002
PO Box 997377
Sacramento, CA 95899-7377

2. Budget Contingency Clause

- A. 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, CDPH shall have no liability to pay any funds whatsoever to EMSA or to furnish any other considerations under this Agreement and EMSA shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an agreement amendment to EMSA to reflect the reduced amount.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - 1) \$3,143,151 for the budget period of 07/01/19 through 06/30/20.
 - 2) \$3,143,151 for the budget period of 07/01/20 through 06/30/21.
 - 3) \$3,143,151 for the budget period of 07/01/21 through 06/30/22.
 - 4) \$3,143,151 for the budget period of 07/01/22 through 06/30/23.
 - 5) \$3,143,151 for the budget period of 07/01/23 through 06/30/24.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The amounts payable under this agreement are contingent upon federal approval of grant funds, with the option to amend this contract, if there are changes in federal grant funds

5. Federal Contract Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year(s) 2019-20, 2020-21 and 2021-22, 2022-23, 2023-24 for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms or funding of this agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- D. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

Exhibit B
Budget Detail and Payment Provisions

6. Lump Sum Payments

The EMSA will be reimbursed a rate of \$3,143,151 for 2019-20, thereafter, the annual rate of \$3,143,151 for 2020-21, \$3,143,151 for 2021-22, \$3,143,151 for 2022-23 and \$3,143,151 for 2023-24 for the services described in Exhibit A, Scope of Work. Annual lump sum payments shall be issued by CDPH. The first payment shall be issued upon execution of this agreement.

According to Section 11261 of the Government Code, at the conclusion of this agreement, EMSA agrees to remit any unexpended payment balance to CDPH within forty-five (45) calendar days following the end of the state fiscal year and submission of the EMSA final expenditure report.

Personnel

Classification	Benefit Rate	FTE	Monthly		
			Salary	Benefits	Yearly
Senior Emergency Services Coordinator	29.00%	1.00	\$ 7,011.56	\$ 2,033.33	\$ 108,538.65
Associate Governmental Program Analyst	59.38%	1.00	\$ 5,594.70	\$ 3,322.33	\$ 107,004.36
Senior Emergency Services Coordinator	42.83%	1.00	\$ 5,639.58	\$ 2,415.62	\$ 96,662.40
Staff Services Analyst	49.19%	1.00	\$ 5,282.78	\$ 2,598.52	\$ 94,575.65
Program Manager I	60.98%	1.00	\$ 7,473.54	\$ 4,557.14	\$ 144,368.16
Senior Emergency Services Coordinator	35.73%	0.50	\$ 7,011.48	\$ 2,505.18	\$ 57,099.96
Retired Annuitant	1.45%	0.50	\$ 3,189.91	\$ 46.25	\$ 19,417.01
Senior Emergency Services Coordinator	48.27%	1.00	\$ 7,011.48	\$ 3,384.40	\$ 124,750.56
Senior Emergency Services Coordinator	34.14%	1.00	\$ 7,011.56	\$ 2,394.09	\$ 112,867.77
Program Manager II	46.90%	0.75	\$ 8,213.91	\$ 3,852.09	\$ 108,593.96
Program Manager I	37.63%	0.75	\$ 8,907.66	\$ 3,352.09	\$ 110,337.75
Retired Annuitant	1.45%	0.50	\$ 3,841.20	\$ 55.70	\$ 23,381.39
Program Manager I	47.66%	1.00	\$ 7,473.42	\$ 3,561.54	\$ 132,419.55
Program Manager I	60.97%	1.00	\$ 7,473.54	\$ 4,556.35	\$ 144,358.68
Senior Emergency Services Coordinator	42.83%	1.00	\$ 5,639.58	\$ 2,415.62	\$ 96,662.40
Information Technology Associate	59.36%	1.00	\$ 5,593.68	\$ 3,320.61	\$ 106,971.48
Total Personnel and Fringe Benefits		14.00	\$ 102,370.00	\$ 44,371.00	\$ 1,588,010.00

Operating Costs

General Expenses (\$1000 per FTE)	\$ 14,000
Office Supplies (pens, pencils, paper clips, etc.)	
Printing (\$200 per FTE)	\$ 2,800
Standard departmental allocation per FTE	
Communications (\$1,300 per FTE)	\$ 18,200
Internal phone system and monthly cellular service	
Postage (\$200 per FTE)	\$ 2,800
Standard departmental allocation	
Training (\$1,300 per FTE)	\$ 18,200
Standard departmental allocation	
Facilities (\$8000 per FTE)	\$ 112,000
Standard departmental allocation	
Consolidated Data Centers (\$1,032 per FTE)	\$ 14,448
Website, Internet access, and Office 365	
Total Operating Costs	\$ 182,448.00

Travel

In-State Travel	
Standard departmental allocation of \$3,000 per FTE	\$ 42,000
Out-of-State Travel	
InterMedix Summit	\$ 3,000
Total Travel Costs	\$ 45,000.00

Sub-Contracts

CFI Software Maintenance Agreement (SOW #9)	\$ 369,000
MRC Workshop (SOW #9)	\$ 21,803
CalMat Biomedical Equipment Maintenance (SOW#10)	\$ 5,000
Generator Maintenance (SOW#10)	\$ 14,000
RDMHS: Kern (SOW #4)	\$ 60,000
RDMHS: LA County (SOW #4)	\$ 60,000
RDMHS: Riverside (SOW #4)	\$ 60,000
RDMHS: San Joaquin (SOW #4)	\$ 60,000
RDMHS: SSV (SOW #4)	\$ 60,000
RDMHS: Alameda (SOW #4)	\$ 60,000
Total Sub-Contract Costs	\$ 769,803.00

Other Costs

Maintain Ancillary Communications	\$ 35,000
Generator Permits (Sac Metro)	\$ 14,000
Vehicle Maintenance and Gas	\$ 50,000
Medical Cache Re-Supply & Rotation	\$ 100,000
Total Other Costs	\$ 199,000.00
Total Direct Costs	\$ 2,784,261.00

Indirect Costs

Departmental Indirect Costs (22.6% of Total Personnel and Fringe Benefits)	\$ 358,890.00
Total Budget	\$ 3,143,151.00

Personnel

Classification	Benefit Rate	FTE	Monthly		
			Salary	Benefits	Yearly
Senior Emergency Services Coordinator	29.00%	1.00	\$ 7,011.56	\$ 2,033.33	\$ 108,538.65
Associate Governmental Program Analyst	59.38%	1.00	\$ 5,594.70	\$ 3,322.33	\$ 107,004.36
Senior Emergency Services Coordinator	42.83%	1.00	\$ 5,639.58	\$ 2,415.62	\$ 96,662.40
Staff Services Analyst	49.19%	1.00	\$ 5,282.78	\$ 2,598.52	\$ 94,575.65
Program Manager I	60.98%	1.00	\$ 7,473.54	\$ 4,557.14	\$ 144,368.16
Senior Emergency Services Coordinator	35.73%	0.50	\$ 7,011.48	\$ 2,505.18	\$ 57,099.96
Retired Annuitant	1.45%	0.50	\$ 3,189.91	\$ 46.25	\$ 19,417.01
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Program Manager I	60.97%	1.00	\$ 7,473.54	\$ 4,556.35	\$ 144,358.68
Senior Emergency Services Coordinator	42.83%	1.00	\$ 5,639.58	\$ 2,415.62	\$ 96,662.40
Information Technology Associate	59.36%	1.00	\$ 5,593.68	\$ 3,320.61	\$ 106,971.48
Total Personnel and Fringe Benefits		14.00	\$ 102,370.00	\$ 44,371.00	\$ 1,588,010.00

Operating Costs

General Expenses (\$1000 per FTE)	\$ 14,000
Office Supplies (pens, pencils, paper clips, etc.)	
Printing (\$200 per FTE)	\$ 2,800
Standard departmental allocation per FTE	
Communications (\$1,300 per FTE)	\$ 18,200
Internal phone system and monthly cellular service	
Postage (\$200 per FTE)	\$ 2,800
Standard departmental allocation	
Training (\$1,300 per FTE)	\$ 18,200
Standard departmental allocation	
Facilities (\$8000 per FTE)	\$ 112,000
Standard departmental allocation	
Consolidated Data Centers (\$1,032 per FTE)	\$ 14,448
Website, Internet access, and Office 365	
Total Operating Costs	\$ 182,448.00

Travel

In-State Travel	
Standard departmental allocation of \$3,000 per FTE	\$ 42,000
Out-of-State Travel	
InterMedix Summit	\$ 3,000
Total Travel Costs	\$ 45,000.00

Sub-Contracts

CFI Software Maintenance Agreement (SOW #9)	\$ 369,000
MRC Workshop (SOW #9)	\$ 21,803
CalMat Biomedical Equipment Maintenance (SOW#10)	\$ 5,000
Generator Maintenance (SOW#10)	\$ 14,000
RDMHS: Kern (SOW #4)	\$ 60,000
RDMHS: LA County (SOW #4)	\$ 60,000
RDMHS: Riverside (SOW #4)	\$ 60,000
RDMHS: San Joaquin (SOW #4)	\$ 60,000
RDMHS: SSV (SOW #4)	\$ 60,000
RDMHS: Alameda (SOW #4)	\$ 60,000
Total Sub-Contract Costs	\$ 769,803.00

Other Costs

Maintain Ancillary Communications	\$ 35,000
Generator Permits (Sac Metro)	\$ 14,000
Vehicle Maintenance and Gas	\$ 50,000
Medical Cache Re-Supply & Rotation	\$ 100,000
Total Other Costs	\$ 199,000.00
Total Direct Costs	\$ 2,784,261.00

Indirect Costs

Departmental Indirect Costs (22.6% of Total Personnel and Fringe Benefits)	\$ 358,890.00
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Total Budget \$ 3,143,151.00

Personnel

Classification	Benefit Rate	FTE	Monthly		
			Salary	Benefits	Yearly
Senior Emergency Services Coordinator	29.00%	1.00	\$ 7,011.56	\$ 2,033.33	\$ 108,538.65
Associate Governmental Program Analyst	59.38%	1.00	\$ 5,594.70	\$ 3,322.33	\$ 107,004.36
Senior Emergency Services Coordinator	42.83%	1.00	\$ 5,639.58	\$ 2,415.62	\$ 96,662.40
Staff Services Analyst	49.19%	1.00	\$ 5,282.78	\$ 2,598.52	\$ 94,575.65
Program Manager I	60.98%	1.00	\$ 7,473.54	\$ 4,557.14	\$ 144,368.16
Senior Emergency Services Coordinator	35.73%	0.50	\$ 7,011.48	\$ 2,505.18	\$ 57,099.96
Retired Annuitant	1.45%	0.50	\$ 3,189.91	\$ 46.25	\$ 19,417.01
Senior Emergency Services Coordinator	48.27%	1.00	\$ 7,011.48	\$ 3,384.40	\$ 124,750.56
Senior Emergency Services Coordinator	34.14%	1.00	\$ 7,011.56	\$ 2,394.09	\$ 112,867.77
Program Manager II	46.90%	0.75	\$ 8,213.91	\$ 3,852.09	\$ 108,593.96
Program Manager I	37.63%	0.75	\$ 8,907.66	\$ 3,352.09	\$ 110,337.75
Retired Annuitant	1.45%	0.50	\$ 3,841.20	\$ 55.70	\$ 23,381.39
Program Manager I	47.66%	1.00	\$ 7,473.42	\$ 3,561.54	\$ 132,419.55
Program Manager I	60.97%	1.00	\$ 7,473.54	\$ 4,556.35	\$ 144,358.68
Senior Emergency Services Coordinator	42.83%	1.00	\$ 5,639.58	\$ 2,415.62	\$ 96,662.40
Information Technology Associate	59.36%	1.00	\$ 5,593.68	\$ 3,320.61	\$ 106,971.48
Total Personnel and Fringe Benefits		14.00	\$ 102,370.00	\$ 44,371.00	\$ 1,588,010.00

Operating Costs

General Expenses (\$1000 per FTE)	\$ 14,000
Office Supplies (pens, pencils, paper clips, etc.)	
Printing (\$200 per FTE)	\$ 2,800
Standard departmental allocation per FTE	
Communications (\$1,300 per FTE)	\$ 18,200
Internal phone system and monthly cellular service	
Postage (\$200 per FTE)	\$ 2,800
Standard departmental allocation	
Training (\$1,300 per FTE)	\$ 18,200
Standard departmental allocation	
Facilities (\$8000 per FTE)	\$ 112,000
Standard departmental allocation	
Consolidated Data Centers (\$1,032 per FTE)	\$ 14,448
Website, Internet access, and Office 365	
Total Operating Costs	\$ 182,448.00

Travel

In-State Travel	
Standard departmental allocation of \$3,000 per FTE	\$ 42,000
Out-of-State Travel	
InterMedix Summit	\$ 3,000
Total Travel Costs	\$ 45,000.00

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Total Budget \$ 3,143,151.00

Exhibit D
Additional Provisions

1. Additional Incorporated Documents

The Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) federal cooperative agreements are available in hard copies from California Department of Public Health (CDPH) upon request.

2. Dispute Resolution Process

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the California Emergency Medical Services Authority (EMSA) and CDPH employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

3. Termination

CDPH reserves the right to terminate this agreement upon a 30-day written notice.