STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (if applicable) STANDARD AGREEMENT C20-011 EMSA-4120 STD 213 (Rev. 10/2018) 1. This Agreement is entered into between the Contracting Agency and the Contractor named below: CONTRACTING AGENCY NAME **Emergency Medical Services Authority CONTRACTOR NAME** Inland Counties Emergency Medical Services Agency 2. The term of this Agreement is: START DATE July 1, 2020 THROUGH END DATE June 30, 2021 3. The maximum amount of this Agreement is: \$298,161.00 - Two Hundred Ninety Eight Thousand One Hundred Sixty One Dollars and 00/100 4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement. TITLE **EXHIBITS PAGES** Exhibit A Scope of Work 8 Exhibit B **Budget Detail and Payment Provisions** 2 Attachment 1 **Funding Application** 11 Exhibit C\* **General Terms and Conditions** GTC610 Exhibit D Special Terms and Conditions 4 Exhibit E Sample Invoice 1 Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dqs.ca.gov/ols/resources/standardcontractlanguage.aspx 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 CITY **CONTRACTOR BUSINESS ADDRESS** STATE ZIP 1425 South D Street San Bernardino CA 92415 TITLE PRINTED NAME OF PERSON SIGNING Chairman, Board of Directors Curt Hagman CONTRACTOR AUTHORIZED SIGNATURE **DATE SIGNED STATE OF CALIFORNIA** CONTRACTING AGENCY NAME **Emergency Medical Services Authority** CITY CONTRACTING AGENCY ADDRESS STATE ZIP Rancho Cordova CA 95670 10901 Gold Center Drive, Suite 400

PRINTED NAME OF PERSON SIGNING

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Dave Duncan, MD

TITLE

Director

**DATE SIGNED** 

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  STANDARD AGREEMENT  STD 213 (Rev. 10/2018)	AGREEMENT NUMBER C20-011	PURCHASING AUTHORITY NUMBER (if applicable) EMSA-4120
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXE	MPTION, IF APPLICABLE SCM Vol 1, 4.04 (A)(4)

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## EXHIBIT A Scope of Work

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

#### 5. Representatives

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

Agency: Emergency Medical Services Authority		Contractor: Inland Counties Emergency Medical Age				
Name:	Lisa Galindo	Name:	Thomas G. Lynch			
Title:	Contract Manager	Title:	EMS Administrator			
Phone:	(916) 431-3688	Phone:	(909) 388-5823			
Fax:		Fax:	(909) 388-5825			
E-Mail:	lisa.galindo@emsa.ca.gov	E-Mail:	tom.lynch@cao.sbcounty.gov			

Direct all administrative inquiries to this agreement to:

Agency: Emergency Medical Services Authority		Contractor: Inland Counties Emergency Medical Agency				
Name:	Yolanda D. Jackson	Name:	Scott Nichols			
Title:	Contract Analyst	Title:	Staff Analyst II			
Phone:	(916) 431-3694	Phone:	(909) 388-5823			
Fax:	(916) 322-1441	Fax:	(909) 388-5825			
Email: \	olanda.jackson@emsa.ca.gov	E-Mail:	scott.nichols@cao.sbcounty.gov			

#### 6. Plan/Data Submission

- A. The Contractor shall complete and submit an EMS Plan/update annually to EMSA in compliance with Sections 1797.250 and 1797.254 of the Health and Safety Code. The annual update shall be determined by EMSA in the agency's last EMS Plan decision.
- B. The Contractor that has implemented a specialty care system shall complete and submit a trauma care system, STEMI/Stroke system, and EMS for Children program plan and annual updates to EMSA in compliance with Sections 1797.257, 1797.258, and 1799.205 of the Health and Safety Code, and Chapters 7, 7.1, 7.2, and 14 of Title 22, CCR, Division 9.
- C. The Contractor shall complete and submit a Quality Improvement program and annual updates to EMSA in compliance with Chapter 12 of Title 22, CCR, Division 9.

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## EXHIBIT A Scope of Work

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

#### 7. Audit

A. The Contractor shall have an annual financial audit conducted by an independent or county auditor covering the fiscal year in which funds were allocated. The copy of the audit must be received by EMSA by December 31st. (See EMSA publication #104, "Funding Multicounty EMS Agencies with State General Funds" Section 6.1 - Audit).

#### B. The final audit shall determine:

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

## 8. Quarterly Reporting

#### A. First through Fourth Quarter Task Reporting

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

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## EXHIBIT A Scope of Work

## B. Component 1 - System Organization and Management

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

## C. Component 2 - System Organization and Management

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

### D. Component 3 – Communications

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

## EXHIBIT A Scope of Work

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

## E. Component 4 – Response and Transportation

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

### F. Component 5 - Facilities and Critical Care

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

#### G. Component 6 - Data Collection and System Evaluation

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

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## EXHIBIT A Scope of Work

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

## H. Component 7 - Public Information and Education

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

### 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.
- 2. Tasks: The responsibilities of the Contractor shall include, at a minimum:
  - A. Participating in disaster planning, training, and exercises as needed.
  - B. Identifying disaster preparedness, mitigation, response and recovery needs, as requested.

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## EXHIBIT A Scope of Work

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

## 9. Supplemental Year End Data Reporting

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

## C. Component 1 – System Organization and Management

- 1. Objective -To develop and maintain an effective management system to meet the emergency medical needs and expectations of the total population served.
- Workload indicators shall include:
  - A. Total static population served (Determined by DOF estimates).
  - B. Total annual tourism population (Determined by identified sources).
  - C. Number of counties.
  - D. Geographic size of region (in square miles).

#### D. Component 2 – Staffing and Training

- Objective -To ensure LEMSA authorized personnel functioning within the EMS system are properly trained, licensed/certified/authorized and/or accredited to safely provide medical care to the public.
- 2. Workload indicators shall include:
  - A. Total number of personnel certified/authorized/accredited by EMS agency.
  - B. Total number and type of training programs approved by EMS agency
  - C. Total number and type of training programs conducted by EMS agency.
  - D. Total number of continuing education providers authorized by EMS agency.

#### E. Component 3 – Communications

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

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## EXHIBIT A Scope of Work

- 2. Workload indicators shall include:
  - A. Total number of primary and secondary Public Safety Answering Points.
  - B. Total number of EMS responses.
  - C. Total number of EMD training programs approved by EMS agency.
  - D. Total number and type of EMD programs authorized by EMS agency.

## F. Component 4 - Response and Transportation

- 1. Objective -To develop and maintain an effective EMS response and ambulance transportation system that meets the needs of the population served.
- 2. Workload indicators shall include:
  - A. Total ambulance response vehicles.
  - B. Total first responder agencies.
  - C. Total patients transported.
  - D. Total patients not transported (e.g., treated and released, total dry runs).
  - E. Total number of LALS/ALS providers authorized by EMS agency.
  - F. Total number of transport providers in region.

## G. Component 5 - Facilities and Critical Care

- 1. Objective -To establish and/or identify appropriate facilities to provide for the standards and care required by a dynamic EMS patient care delivery system.
- Workload indicators shall include:
  - A. Total patients received.
  - B. Total number of hospitals designated by EMS agency (e.g., base, receiving, trauma, STEMI, stroke, PCCC, EDAP/(PedRC), and PICU).

## H. Component 6 - Data Collection and System Evaluation

- 1. Objective -To provide for appropriate system evaluation through the use of quality data collection and other methods to improve system performance and evaluation.
- Workload indicators shall include:
  - Total patient care reports generated.
  - B. Total trauma patients.
  - C. Total cardiac patients
  - D. Total medical patients.
  - E. Total pediatric patients.
  - F. Total number of situational/unusual occurrence reports processed by EMS agency.

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## EXHIBIT A Scope of Work

## G. Component 7 - Public Information and Education

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

## H. Component 8 - Disaster Medical Response

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

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# EXHIBIT B Budget Details and Provisions

## 1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the EMSA Contract Manager, and upon receipt and approval of the invoices, EMSA agrees to compensate the Contractor in accordance with the **Funding Application**, **Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with the **Funding Application, Attachment 1**, and shall be signed and submitted on company letterhead in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
  - 1) Agreement Number
  - 2) Time Period Covered
  - 3) Invoice Number
  - 4) Bill to Address
  - 5) Remit to Address
  - 6) Sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, and any required reports.
- D. Invoices shall be submitted in triplicate to:

Emergency Medical Services Authority
Attn: Lisa Galindo
Agreement Number: C20-009
10901 Gold Center Drive, Suite 400
Rancho Cordova, CA 95670

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

Payment will be for actual services provided or actual costs. If EMSA does not approve the invoice in accordance with identified general tasks or deliverables in this contract, payment of the invoice will be withheld by EMSA and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-acceptance and demonstrate to EMSA that the Contractor has successfully completed the scheduled work for each general task or deliverable before payment will be made.

## 2. Budget Contingency Clause

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

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## EXHIBIT B Budget Details and Provisions

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

### 3. Prompt Payment Clause

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

#### 4. Cost Limitation

Total amount of this Agreement shall not exceed \$298,161.00

#### 5. Rates

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

#### 6. Excise Tax

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

#### 7. Cost Principles

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

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## INLAND COUNTIES EMERGENCY MEDICAL AGENCY 2020/21 STATE GENERAL FUND ALLOCATION FOR MULTICOUNTY LOCAL EMS AGENCY APPLICATION

#### SCOPE OF WORK

#### MULTICOUNTY EMS AGENCY OBJECTIVES

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

#### PLAN/DATA SUBMISSION

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

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

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

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

#### AUDIT

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

The final audit shall determine:

- All costs incurred have been in accordance with the contract and EMSA #104.
- Proper accounting records have been maintained for the administration of the multicounty EMS agency and source documents have been filed.
- · All reimbursements have been proper and reflect actual and allowable costs.
- Physical inventory has been taken of all equipment/property purchased with State General Fund money.

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 Provisions have been made to retain source documents supporting costs incurred for at least three years after the applicant agency has received final payment or until any audit exceptions are resolved.

#### PERFORMANCE EVALUATION

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

#### **QUARTERLY REPORTING**

#### 1<sup>ST</sup> THROUGH 4<sup>TH</sup> QUARTER TASK REPORTS

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

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

## Component 1 - System Organization and Management

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

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

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

### Component 2 - Staffing and Training

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

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

- Ongoing assessment of local training program needs
- Authorizing and approving training programs and curriculum for all certification levels
- Providing training programs and classes as needed



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

### 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 online 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

#### ATTACHMENT 1

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direction

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

### Component 6 - Data Collection and System Evaluation

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

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

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

#### Component 7 - Public Information and Education

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

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

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

## Component 8 - Disaster Medical Response

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

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

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

#### SUPPLEMENTAL YEAR-END DATA REPORT

The Supplemental Year-End Data Report is due to EMSA by August 1<sup>st</sup>, and must be submitted with the 4<sup>th</sup> Quarter Task Report.

The Supplemental Year-End Data Report must include year-end data for the individual workload indicators.

### Component 1 - System Organization and Management

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

#### Workload Indicators:

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

## Component 2 - Staffing and Training

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

#### Workload Indicators:

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

### Component 3 - Communications

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

#### Workload Indicators:

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

## Component 4 - Response and Transportation

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

#### Workload Indicators:

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

#### Component 5 - Facilities and Critical Care

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

#### Workload Indicators:

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

## Component 6 - Data Collection and System Evaluation

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

#### Workload Indicators:

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

## Component 7 - Public Information and Education

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

#### Workload Indicators:

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

## Component 8 - Disaster Medical Response

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

#### Workload Indicators:

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

#### BUDGET

BUDGET CATEGORIES	STATE GENERAL FUND	LOCAL FUNDS	TOTAL
Personnel	\$157,363	\$0	\$157,363
Fringe Benefits	\$37,812	\$20,412	\$58,224
Professional Services	\$0	\$8,500	\$8,500
Communications	\$0	\$96,003	\$96,003
Materials & Supplies	\$0	\$9,000	\$9,000
Space	\$102,986	\$295,724	\$398,710
Total Direct Costs	\$298,161	\$429,639	\$727,800
Administrative/Indirect 10% of Total Direct Costs		<i>N</i>	
TOTAL COSTS	\$298,161	\$429,639	\$727,800

## **PROGRAM FUNDING**

PROGRAM FUNDING	STATE GENERAL FUND	LOCAL FUNDS	TOTAL
State General Fund	\$298,161	\$0	\$298,161
Member County - Mono	\$0	\$0	\$0
Member County - Inyo	\$0	\$0	\$0
Member County - San Bernardino	\$0	\$0	\$0
Other local funds	\$0	\$429,639	\$429,639
TOTALS	\$298,161	\$429,639	\$727,800

#### **BUDGET DETAIL AND NARRATIVE**

## <u>Personnel</u>

## Staff roles and responsibilities of each position funded under the contract:

- a. Staff Analyst I: (1 FTE) Jacquie Martin. The Staff Analyst I position provides support to the EMS Administrator, administrative staff and backup support to all administrative processes, and provides back up support for EMS credentialing.
  - Jacquie Martin is budgeted at an annual salary package of \$78,828 per year (of which \$62,505 is salary and \$16,323 is benefits). One hundred percent (100%) of her salary is paid for with the State General Fund = \$62,505.

b. Fiscal Specialist: (1 FTE) Michelle Simpson. The Fiscal Specialist provides clerical/fiscal support to administrative staff as needed, coordinates EMT discipline and provides back up support for EMS credentialing.

Michelle Simpson is budgeted at an annual salary package of \$60,934 per year (of which \$49,444 is salary and \$11,490 is benefits). One hundred percent (100%) of her salary is paid for with the State General Fund = \$49,444.

c. Office Assistant III: (1 FTE) Mary Anne Emanuel. The Office Assistant III provides clerical support to administrative staff as needed, coordinates certification/accreditation processes for EMS Credentialing.

Mary Anne Emanuel is budgeted at an annual salary package of \$55,413 per year (of which \$45,414 is salary and \$9,999 is benefits). One hundred percent (100%) of her salary is paid for with State General Fund = \$45,414.

## **Fringe Benefits**

Total fringe benefits paid are \$58,224. The benefit costs paid by the State General Fund = \$37,812 do not exceed thirty-seven percent (37%) of salaries. Local Funding = \$20,412.

Fringe benefits are based on current San Bernardino County policy and MOUs and are approximately 47.13% which include the following: group medical, vision and cafeteria plan 10.79%; workers compensation 0.75%; retirement and 401A 31.52%; FICA Medicare 1.45%; short term disability 1.05%; survivors benefits with life insurance 1.51%.

#### **Benefit Information**

Personnel Classification	Staff Person	State Funded Locally Funded					State Funde		te Funded Locally F		te Funded Locally Funded		State Funded Locally Funded		Total Benefit Amount
		%	Salary	Benefit	Salary	Benefit									
Staff Analyst I	Jacquie Martin	37%	\$62,505	\$16,323		\$6,804	\$23,127								
Fiscal Specialist	Michelle Simpson	37%	\$49,444	\$11,490		\$6,804	\$18,294								
Office Assistant III	Mary Anne Emanuel	37%	\$45,414	\$9,999		\$6,804	\$16,803								
TOTAL			\$157,363	\$37,812		\$20,412	\$58,224								

#### **Professional Services**

Professional Services is the estimated cost for the outside annual audit required by the EMS Authority. State General Fund: \$0; Local Funds: \$8,500.

Internal reviews will be conducted periodically to ensure compliance with contract provisions and budget and to determine that all claims for reimbursement are properly supported.

Fiscal monitoring consists of the following:

- Maintenance of proper records of the multicounty EMS agency costs.
- Up-to-date recording of claimed expenses into the accounting system so that such

#### ATTACHMENT 1

expenses can be traced to the original records.

- Awareness of all applicable laws, rules and regulations governing contracts with EMSA.
- Maintenance of an adequate property control system.

An annual financial audit will be conducted by an independent or county auditor. The final audit shall determine that:

- All costs incurred have been in accordance with the contract and pertinent State guidelines.
- Proper accounting records have been maintained for the administration of the multicounty EMS agency and source documents have been filed.
- All reimbursements have been proper and reflect actual and allowable costs.
- Physical inventory has been taken.
- Provisions have been made to retain source documents supporting costs incurred for at least three years after the applicant agency has received final payment or until any audit exceptions are resolved.

## Communications

Communication costs include telephone expenses, pagers, cell phone charges for professional staff and executive staff, e-mail and postage. The total amount for communication is based on FY 2019/20 actual expenditures. A cost of \$96,003 is projected for FY 2020/21. State General Fund = \$0. Local Funding = \$96,003.

## Materials and Supplies

Materials and Supplies includes normal office supplies (file folders, desk supplies, pencils, photocopy paper, etc.). The total amount for materials and supplies is based on FY 2018/19 actual expenditures. A cost of \$9,000 is projected for FY 2020/21. State General Fund = \$0. Local Funding = \$9,000.

## Space (Rental)

For FY 2020/21, the price per square foot for 14,260 square feet of office space is 2.33/sq. ft. The price per square feet per month will be \$2.33/sq. ft. x 14,260 square feet of office space = \$33,226. Total cost for FY 2020/21 is \$398,710. State General Fund = \$102,986. Local Funding = \$295,724.

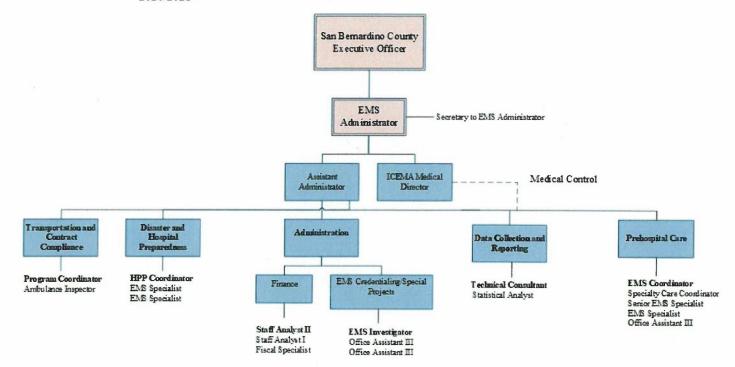
#### PERSONNEL DETAIL FORM

Personnel Classification	Staff Person	State F	unded	Locally	Funded	Total % of time
		% of time	Salary	% of time	Salary	
Staff Analyst I	Jacquie Martin	100%	\$62,505			100%
Fiscal Specialist	Michelle Simpson	100%	\$49,444			100%
Office Assistant III	Mary Anne Emanuel	100%	\$45,414			100%
TOTAL			\$157,363			

## **ORGANIZATIONAL CHART**

## ICEMA Organizational Chart

2020/2021



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## EXHIBIT D Special Terms and Conditions

## 1. Settlement of Disputes

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

#### 2. Termination

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

#### 3. Subcontractors

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

#### 4. Retention of Records/Audits

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

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# EXHIBIT D Special Terms and Conditions

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

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

## 6. Mandatory Organic Waste Recycling

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

## 7. Force Majeure

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

Page 3 of 4

## EXHIBIT D Special Terms and Conditions

## 8. Employment of Undocumented Workers

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

## 9. General Provisions Required in all Insurance Polices

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

#### 10. Insurance Requirements

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

Page 4 of 4

# EXHIBIT D Special Terms and Conditions

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

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

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

#### 11. Licenses and Permits

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

## 12. Prohibition of Delinquent Taxpayers

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

Page 1 of 1

# EXHIBIT E Sample Invoice

STATE OF GALIFORMA SHENGENCY MEDICAL SERVICES AUTHORITY FAIT SOITE (Rev. 2-2018)



#### STATE OF GALIFORNIA EMERGENCY INSPICAL MERVICUS ASTROBUTY CONTRACTOR RESIDENCEMENT INVOICE



To: Emergency Medical Services Authority America: Lius Galindo 19801 Gold Canter Drive, Saite 9400 Rancho Cordova, CA 95876

From: XJG0000000000

Purpose of tills involve is to reimburse contractor for actual expenditures incurred while performing the exhibites agreed upon as contained in Contract Number 6000001000. Supporting documentation of requested reimbursement will be provided upon request.

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