Health Services
LOS ANGELES COUNTY

Los Angeles County
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313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

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February 02, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF STANDARD AGREEMENT WITH THE STATE EMERGENCY MEDICAL SERVICES AUTHORITY
(ALL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to enter into a Standard Agreement with the State Emergency Medical Services Authority and to accept grant funding to support the Regional Disaster Medical Health Coordination Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to sign a Standard Agreement with the State Emergency Medical Services Authority (EMSA), to accept grant funds in the amount of $120,000, with a County in-kind match in the amount of $15,119, to fund the Regional Disaster Medical Health Coordination/Coordinator (RDMHC) Program, effective July 1, 2009 through June 30, 2010, and approved by the State October 2009.

2. Authorize the continued employment of a full-time grant-funded Senior Disaster Services Analyst who serves as the Regional Disaster Medical Health Specialist (RDMHS) under the direction of the RDMHC and authorize the Interim Director, or his designee, to recruit and hire a replacement analyst, if necessary.

3. Delegate authority to the Interim Director, or his designee, to sign Standard

Agreements with EMSA for the period of July 1, 2010 through June 30, 2011, and for subsequent fiscal years up to June 30, 2015, to accept the grant funding with substantially similar terms to the Standard Agreement, upon review and approval by County Counsel, the Chief Executive Office and notification to your Board.

4. Delegate authority to the Interim Director, or his designee, to execute the certification of compliance with the State's non-discrimination and drug-free workplace requirements and all other necessary documents in connection with any forthcoming Standard Agreement with the State EMSA to fund the RDMHC Program, on substantially similar terms as the preceding certification for Fiscal Year 2009-10 Standard Agreement, upon review and approval by County Counsel, the Chief Executive Office and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first and fourth recommendations will allow the Interim Director, or his designee, to sign the EMSA's Standard Agreement No. EMS-9055 (Exhibit I) to accept grant funds, and maintain the mechanism for on-going regional planning and coordination of health and medical assets in the greater Los Angeles, area and surrounding counties. The funding will enable the County of Los Angeles, through the Department of Health Services' (DHS) Emergency Medical Service (EMS) Agency, to continue serving as the RDMHC for intra-regional medical and health mutual aid response in the event of a major emergency or disaster within California Emergency Management Agency (CALEMA) Region 1.

CALEMA has divided the State into six regional areas for the purpose of coordinating its preparedness and response to major emergencies and disasters. Region 1 consists of Los Angeles, Orange, San Luis Obispo, Santa Barbara and Ventura counties. Los Angeles County is the largest of the five counties in Region 1, spanning 4,000 square miles with a population of nearly 10 million residents. Counties within Region 1 have been declared a federal disaster area on an annual basis, over the past ten years. These declarations have included wildland fires, floods, earthquakes and civil unrest, freezing weather (agriculture), windstorms, and the recent H1N1 Virus Outbreak.

Within CALEMA Region 1, Los Angeles County's Sheriff and Fire Departments are the lead coordinators for their respective resources in mutual aid events. DHS, through the EMS Agency, is charged with the responsibility for assuring the provision of disaster-related health care within the Los Angeles Operational Area.

Approval of the second recommendation will allow the Interim Director, or his designee, to continue to fund the RDMHS full-time staff position that provides support in the planning, response and recovery activities in an administrative and coordination role.

Approval of the third recommendation will allow the Interim Director, or his designee, to sign forthcoming Standard Agreements with EMSA through June 30, 2015, to accept additional grant funding for the ongoing RDMHC Programs to maintain County of Los Angeles readiness to respond to any major emergencies or disasters.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health and Goal 5, Public Safety, of

the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost of providing RDMHC services from July 1, 2009 through June 30, 2010, as set forth in the Standard Agreement budget is $135,119, comprised of $120,000 of State EMSA grant funds, as provided in Exhibit I, and County in-kind services valued at $15,119. The County in-kind match consists of existing personnel, space, equipment, and supplies. Funding for this grant is included in the Department's Fiscal Year 2009-10 Final Budget. There is no additional net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 25, 1995, your Board approved the RDMHC Program Agreement to plan and coordinate the requests for health and medical mutual aid resulting from a local or State proclamation of emergency within CALEMA Region 1. The EMS Agency was charged with the responsibility for assuring the provision of disaster-related health care within the Los Angeles operational area and for the last twelve years has been coordinating the medical and health mutual aid activities for CALEMA Mutual Aid Region 1.

Most recently, on January 18, 2005, your Board approved an RDMHC Agreement for continued EMSA funding, with delegated authority for DHS to execute forthcoming agreements through June 30, 2009.

As authorized by Section 1797.152 of Division 2.5 of the Health & Safety Code, the RDMHC, together with the California Department of Public Health, EMSA, and DHS, assists in the on-going coordination of a regional medical and health disaster plan. The RDMHC coordinates the intra-regional health and medical disaster mutual aid response in the event of a major emergency or a disaster within the region.

Since 1995, the EMS Agency has received funds from the State through several RDMHC Standard Agreements to plan and coordinate the requests for health and medical mutual aid resulting from a local or State proclamation of emergency. These funds are used to directly offset salary and benefits and other costs associated with providing a Senior Disaster Services Analyst who serves as administrative support to the CALEMA Region 1 RDMHC Program under the supervision of the Director of the EMS Agency. The EMS Agency received the request for applications for RDMHC funding from EMSA on September 10, 2009, with applications due by September 14, 2009. The EMS Agency received Standard Agreement No. EMS-9055 for FY 2009-10 from the State in October 2009.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will enable DHS' EMS Agency to continue participation in the RDMHC Program for the CALEMA Region 1 and coordinate the intra-regional health and medical disaster mutual aid response in the event of an emergency or disaster.

Respectfully submitted,

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:rb

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

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

EXHIBIT I

AGREEMENT NUMBER
EMS-9055
REGISTRATION NUMBER
eP1033052

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

STATE AGENCY'S NAME
Emergency Medical Services Authority

CONTRACTOR'S NAME
County of Los Angeles/Los Angeles County EMS Agency

2. The term of this Agreement is: July 1, 2009 through June 30, 2010

3. The maximum amount of this Agreement is: **$120,000.00**
One Hundred Twenty Thousand Dollars and no/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.

Exhibit A – Scope of Work	7 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit B-1	2 page(s)
Exhibit C* – General Terms and Conditions	GTC 307
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	6 page(s)
☐ Exhibit - D* Special Terms and Conditions	page(s)
Exhibit E – Additional Provisions	1 page(s)

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.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
County of Los Angeles/Los Angeles County EMS Agency

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Cathy Chidester, Director, EMS

ADDRESS
10100 Pioneer Blvd.
Santa Fe Springs, CA 90670

STATE OF CALIFORNIA

AGENCY NAME
Emergency Medical Services Authority

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Steven Tharratt, M.D., Director

ADDRESS
1930 9th Street, Sacramento, CA 95811

California Department of General Services Use Only

☐ Exempt per:

Exhibit A
(Standard Agreement)

SCOPE OF WORK

Background Information

The 2009/10 Governor's Budget provides $8,508,000 in Local Assistance Funding to EMSA, which includes $376,360 to help support California's Regional Disaster Medical Health Specialists (RDMHS) program. These funds are matched by the California Department of Public Health (CDPH) through an Interagency Agreement with the Emergency Medical Services Authority (EMS Authority). This results in an annual amount of $736,360 for the RDMHS program. Initial funding for the RDMHS positions was made through a BCP in Fiscal Year 99/00.

The medical disaster response program is one of the eight basic components of an emergency medical system as defined in Section 1797.151 of Division 2.5 of the Health & Safety Code.

> 1797.151. The authority shall coordinate, through local Emergency Medical Services (EMS) agencies, medical and hospital disaster preparedness with other local, state, and federal agencies and departments having a responsibility relating to disaster response, and shall assist the Office of Emergency Services in the preparation of the emergency medical services component of the State Emergency Plan as defined in Section 8560 of the Government Code.

The Regional Disaster Medical Health Coordinator (RDMHC) role, as authorized by Section 1797.152 of Division 2.5 of the Health & Safety Code is to coordinate the intra-regional medical and health mutual aid response in the event of a disaster. The RDMHC serves as a volunteer, and the state funding is not available for support of these duties. The EMS Authority does provide funding to support a RDMHS position in a county local EMS agency within each region. The role of the RDMHS includes assisting the RDMHC in developing and implementing the regional medical/health mutual aid system and in assisting in the development of county/operational area medical and health response plans.

Introduction

This funding will be used to complete goals and objectives as outlined in the contract between the State Emergency Medical Services Authority (EMS Authority) and Los Angeles (LA) County EMS Agency in collaboration with specific tasks identified by the California State Department of Public Health. Funding maintains a mechanism for on-going regional planning and coordination of medical and health assets in the greater LA area and surrounding counties.

The Governor's California Emergency Management Agency (CALEMA) Mutual Aid Region I includes the operational areas of: Los Angeles, Orange, San Luis Obispo, Santa Barbara and Ventura. Region I makes up 8% of the total California land area (12,738 sq. miles), yet hosts an estimated 39 percent of the state's population (14,341,241 – estimate from 2008 Census – Table 1). Counties within Region I have been declared a federal disaster area on an annual basis, over the past ten years. These declarations have included wildland fires, floods, earthquakes and civil unrest, freezing weather (agriculture), windstorms. and the recent Novel H1N1 Virus Outbreak with local Public Health emergencies declared.

Los Angeles County is the largest of the five counties in Region I and has the greatest physical resources to draw from. It is a mixture of 4,000 square miles including, urban, suburban and rural geography with a population of nearly 10 million.

Exhibit A
(Standard Agreement)

Table 1

Census Population for OES Mutual Aid Region I	
County Name	**2006 Census Estimate**
San Luis Obispo County	265,297
Santa Barbara County	405,396
Ventura County	797,740
Los Angeles County	9,862,049
Orange County	3,010,759
TOTAL	**14,341,241**

Within California Emergency Management Agency (CALEMA) Region I, the LA County Sheriff's Office and LA County Fire Department are the lead coordinators for their respective resources in mutual aid events. The Los Angeles County Department of Health Services (DHS), through the EMS Agency, is charged with the responsibility for assuring the provision of disaster related health care within the LA Operational Area and for the last twelve years been coordinating the medical and health mutual aid activities for CALEMA Mutual Aid Region I.

As the Mutual Aid Region I Disaster Medical and Health Coordinator, LA County EMS Agency coordinates and conducts regional meetings, planning, training and exercise activities that involve a variety of disaster response agencies. Review and maintenance of the Southern Region Disaster Medical and Health Coordination Program, the Southern Region Medical and Health Cooperative Assistance Agreement, disaster exercise planning and execution, disaster research, disaster plan development and grant assistance related to medical and health issues are on-going for the region. There is an identified Medical and Health Operational Area Coordinators (MHOAC) within each of the Operational Areas within the region. Through continued efforts, the RDMHS program has encouraged utilization of ICS, SEMS and NIMS throughout the planning, training and response to medical and health events.

The system is composed of RDMHC (decision making) and RDMHS (support and project staff). The RDMHC is a non-paid position that provides oversight to regional issues when a disaster or significant incident occurs. The RDMHS is a staff position that provides support in the planning, response and recovery activities in an administrative and coordination role. The Mutual Aid Region I RDMHS position has redundant emergency communication tools, administrative and fiscal support provided by the LA County EMS Agency.

A block grant position for a RDMHS was originally signed in April 1996 by the LA County EMS Agency. The position became mandated by the State in December 1999. The project is a collaborative effort and jointly funded through the California EMS Authority and the California Department of Public Health, with in-kind funding also provided by Los Angeles County. It is requested that the position remain filled in order to maintain this system, continue the development and essential preparedness for disaster planning, response and recovery and facilitate the needed medical and health coordination that may occur in a natural or manmade disaster.

Exhibit A
(Standard Agreement)

Project Description:

This project is designed to maintain staff support for the management of regional disaster medical and health coordination system planning within Mutual Aid Region I. The County of LA proposes to continue as the RDMHC by providing leadership in maintaining and implementing improvements with the Southern Regional Disaster Medical and Health Coordination and Response program, the Southern Region Cooperative Assistance Agreement, and by completing the enclosed objectives through the contracted position of the RDMHS. In addition, this project will continue to assist the planning and operational implementation of various emergency and disaster related programs among Operational Area, Regional and State offices.

Contractor agrees:

1. **To participate in the development and implementation of the Emergency Medical Services Authority (EMS Authority) and the California Department of Public Health (CDPH) related plans, manuals, guides, and other operational components. All such plans, manuals, guides, and other operational components will be approved by the EMS Authority and CDPH prior to implementation.**

Task 1.1 Develop a working knowledge of the following documents. Demonstrate this knowledge by identifying how the topic was communicated and briefed with regional stakeholders in planning, meetings, and exercise evaluation activities.

- 1.1.1 California Disaster Medical Response Plan (CDMRP).
  - 1.1.1.1 California Medical Mutual Aid Plan (Annex A to the CDMRP).
- 1.1.2 California Disaster Medical Operations Manual (CDMOM).
- 1.1.3 California Disaster Health Operations Manual, (CDHOM) [when available].
- 1.1.4 Draft Field Treatment Site Guidelines.
- 1.1.5 California Healthcare Surge Project – Standards and Guidelines for Healthcare Surge during Emergencies.
- 1.1.6 State Strategic National Stockpile (SNS) Operations Plan.
  - 1.1.6.1 SNS Local Guidance.
- 1.1.7 State CHEMPACK Operations Plan.
- 1.1.8 Statewide Pandemic Influenza Plan.
  - 1.1.8.1 Antiviral and Vaccine Distribution Plan.

Task 1.2 Participate in the implementation and evaluation of the CDMOM within the Region.

- 1.2.1 Provide information and conduct training to acquaint local and regional agencies with the CDMOM including Local Emergency Services Agencies (LEMSA), Medical and Health Operational Area Coordinators (MHOACs), CALEMA Regional Coordinators, care & sheltering agencies, medical and healthcare providers, and other agencies responsible for disaster planning and response.
- 1.2.2 Coordinate and conduct at least one tabletop exercise to test knowledge and use of the CDMOM during a disaster response and when requesting medical mutual aid.

Exhibit A
(Standard Agreement)

1.2.2.1 Complete the tabletop exercise by December 31, 2009.

1.2.2.2 Document the results of the tabletop exercise through the preparation of an After-Action Report/Improvement Plan, (AAR/IP). Submit the AAR/IP to the EMS Authority no later than 60 days following the tabletop exercise.

1.2.3 Assist local and regional agencies in updating their local disaster response plans to promote consistency with the CDMOM.

Task 1.3 Participate on CDHOM workgroup as requested by CDPH. Review and provide comments to CDPH on CDHOM documents in order to expand the CDMOM into a Medical-Health Operations Manual (CDMHOM) (Regions I and II only).

Task 1.4 Participate in local pharmaceutical cache, CHEMPACK, SNS, and Cities Readiness Initiative (CRI) planning within your Region as directed by CDPH.

1.4.1 Participate in monthly SNS conference calls at least, but not limited to four (4) times per year.

1.4.2 Attend, when possible, local SNS and CRI Assessments.

1.4.3 Participate in the coordination of CHEMPACK, SNS, and CRI training and exercises within your region.

1.4.4 Assist, in the region and operational areas, with the development and implementation of CHEMPACK, SNS, and CRI activation and deployment plans.

1.4.5 Participate with CDPH on a workgroup to develop and promote strategies to regionalize and standardize SNS and CHEMPACK plans.

1.4.6 Participate in fielding pharmaceutical caches such as cyanide antidotes and Diethylenetriamine Pentaacetic Acid (DTPA). Fielding may include working with the Operational Areas (OA) for storage locations, deployment protocols and facilitating training.

Task 1.5 Provide technical assistance to CDPH/EMS Authority and local health departments on HINI response issues affecting more than one entity within the region or state that requires corrective action based on the After Action Reports developed from the H1N1 Planning Conferences.

Task 1.6 Assist the State to further develop and strengthen the role of the Medical Health Operational Area Coordinator (MHOAC) within the Region.

1.6.1 Assist the EMS Authority and CDPH in the development and implementation of MHOAC training, including a standard presentation, and the creation of a MHOAC Manual.

1.6.2 Assist the operational area in identifying a MHOAC.

1.6.3 Provide local MHOAC training for the identified MHOAC and Operational Area personnel responsible for disaster planning and response.

Task 1.7 Work with the EMS Authority's Response Unit personnel to identify potential sites for State medical and health mobilized assets (e.g. Mobile Field Hospitals) throughout the Region.

Exhibit A
(Standard Agreement)

Task 1.8 Assist in the development of medical and health planning, preparation and coordination at the operational area (OA) and regional response levels.

1.8.1 Conduct a minimum of three Regional meetings during the contract period for the purpose of medical and health systems planning, coordination, training, and information sharing; bringing together the Regional Disaster Medical Health Coordinator (RDMHC) Regional MHOACs and other medical and health planning partners such as Local Health Officers, Public Health Emergency Preparedness Coordinators, OA emergency management, ambulance and health care providers, California Hospital Association (CHA) Regional Representative, CDPH Regional Project Officer, fire service, law enforcement, volunteer agencies, Salvation Army, American Red Cross, and others as appropriate. (Calendar of meetings to be forwarded to the EMS Authority and CDPH by August 31, 2009)

1.8.2 Verify and update regional medical and health emergency contact lists monthly and submit any changes to the EMS Authority and CDPH by close of business on the last workday of the month. These contacts are limited to Regional Disaster Medical Health Coordinators, local health officers, Medical Health Operational Area Coordinators, and public health emergency contacts.

1.8.3 Participate in the local Mutual Aid Regional Advisory Committee (MARAC) meetings and represent the RDMHC as requested.

1.8.4 Participate in the planning and exercise activities of the Bay Area Urban Area Security initiative (UASI) Program (Region II only).

1.8.5 Participate in the Association of Bay Area Health Officers Pan Flu workgroup as requested by the Region, (Region II only).

1.8.6 Participate in the Southern California Earthquake Preparedness Project development (Regions I, V and VI).

1.8.7 Participate in the monthly Local Public Health Emergency Preparedness and Hospital Preparedness conference calls as available.

2. **Support the Regional Disaster Medical and Health Coordinator (RDMHC) activities in planning and response to local, state, and national emergencies. These activities are to be supported with or without an appointed RDMHC.**

Task 2.1 Promote the use of the Standardized Emergency Management System (SEMS) for medical and health resource ordering and tracking processes and procedures.

Task 2.2 Assist in locating, mobilizing, and deploying mutual aid resources at the request of State officials in support of mutual aid requests from other impacted regions and/or requests for medical and health mutual aid resources within the region.

2.2.1 Prepare and provide regional coordination of medical and health response consistent with SEMS, the State Emergency Plan, and other plans and policies of the state.

2.2.2 Provide technical assistance to the operational areas, state agencies, and others as appropriate upon request.

Task 2.3 Collect MHOAC Emergency Resource Directories (ERD) from each Operational Area.

Exhibit A
(Standard Agreement)

3. **Participate in regional and statewide exercises and other significant medical and health related training and exercises authorized by the EMS Authority and/or CDPH.**

Task 3.1 Participate on the state workgroup for 2010 Statewide Medical and Health Exercise.

Task 3.2 Participate in Regional planning and post-exercise evaluation activities related to medical and health resource acquisition and coordination for the CalEMA Golden Guardian Exercise.

3.2.1 Attend local planning meetings.

3.2.2 Participate in the 2010 Golden Guardian Exercise performing the roles and responsibility of assisting the RDMHC during an actual disaster, including the coordination of medical and health mutual aid.

Task 3.3 Attend conferences as requested by CDPH and/or the EMS Authority.

Task 3.4 Assist the State in collection of data during HAvBED drills.

Task 3.5 Provide an After Action Report /Improvement Plan (AAR/IP) or an exercise assessment following participation in local medical and health disaster exercises.

3.5.1 When the RDMHS is the exercise sponsor, leader, or facilitator; submit an exercise After Action Report/Improvement Plan in HSEEP format to the EMS Authority no later than 60 days following the exercise.

3.5.2 For those exercises or real events in which the RDMHS is a participant, the RDMHS will complete and submit to the EMS Authority their assessment of the exercise within 60 days. The assessment may be submitted via the Meeting/Trip/Exercise Assessment report form.

4. **Participate in State/Regional planning with the EMS Authority and/or CDPH.**

Task 4.1 Participate in four quarterly RDMHS meetings convened by the EMS Authority (calendar to be set by July 31, 2009). Notify the EMS Authority's RDMHS Program lead prior to any meeting that cannot be attended in person. If the RDMHS is unable to attend, the RDMHS is to contact the EMS Authority's RDMHS Program lead afterward to receive a briefing regarding meeting content, assignments or action items.

Task 4.2 Participate in monthly RDMHS conference calls (calendar to be set by July 31, 2009). Notify the EMS Authority's RDMHS Program lead prior to any call that cannot be attended in person. If the RDMHS is unable to participate on the call, the RDMHS is to contact the EMS Authority's Program lead afterward regarding meeting content, assignments or action items.

Task 4.3 Participate in the EMS Authority's/CDPH/RDMHS information and resource management workgroup, attending onsite meetings and participating in conference calls as requested by the EMS Authority/CDPH.

Task 4.4 Submit quarterly progress reports as required in the EMS Authority's RDMHS Policy Manual, revised July 2008.

Exhibit A
(Standard Agreement)

Task 4.5 Based on individual program budgets, participate in medical and health disaster related courses that will assist in carrying out the RDMHS' planning and response duties in the Region and regional operational areas as authorized by the EMS Authority's RDMHS Program lead in coordination with CDPH as necessary.

4.5.1 Attend the EMS Authority's Medical Emergency Operations Center Support Activities Course. This should be completed by the end of August, 2009.

5. **Participate on working/advisory committees as assigned/authorized by the EMS Authority. The RDMHS has the responsibility to discuss assignments with the EMS Authority's RDMHS Program lead prior to accepting assignments. Before assigning or authorizing the RDMHS committee work, the EMS Authority's RDMHS Program lead will contact the RDMHS to assess their workload and the EMS Authority's or CDPH's respective priorities and time commitments, and will coordinate assignments with CDPH.**

6 **Perform other regional activities related to emergency response efforts as needed. Any such activities are contingent upon approval of the RDMHS's supervisor within the contracting LEMSA and within the approved budget parameters. These activities shall not exceed 5% of the RDMHS's duties, except during an emergency response.**

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

State Agency: Emergency Medical Services Authority	Contractor: Los Angeles County EMS Agency
Name: Pat Lynch	Name: Cathy Chidester, Acting Director
Phone: (916) 322-4336, ext. 452	Phone: (562) 347-1604
Fax: (916) 323-4898	Fax: (562) 941-5835

Direct all inquiries to:

State Agency: Emergency Medical Services Authority	Contractor: Los Angeles County EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Carol MacRae	Attention: Cathy Chidester, Director, EMS
Address: 1930 9th Street, Sacramento, CA 95811	Address: 10100 Pioneer Blvd., Santa Fe Springs, CA 90670
Phone: (916) 322-4336, ext. 422	Phone: (562) 347-1604
Fax: (916) 322-1441	Fax: (562) 941-5835

Exhibit B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

A. 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 budget in Exhibit B-1, which is attached hereto and made a part of this Agreement.

B. **Invoices shall include the Agreement Number, period covered, all backup documentation and shall be submitted not more frequently than monthly in arrears to:**

Carol MacRae, Contracts Manager
Emergency Medical Services Authority
1930 9th Street
Sacramento, CA 95814

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

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

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 amendment to Contractor to reflect the reduced 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.

Exhibit B-1
(Standard Agreement)

Budget Categories

BUDGET CATEGORIES	State General Fund	In-Kind	Total
Personnel	$81,978.00	$1,566.00	$83,544.00
Fringe Benefits	$30,004.00	$12,553.00	$42,557.00
Materials & Supplies	$0	$2,000.00	$2,000.00
Travel			
In-State	$7,219.00		$7,219.00
Out-of-State	$799.00		$799.00
TOTAL	**$120,000.00**	**$15,119.00**	**$135,119.00**
Administrative/Indirect (10%)	$0	$0	$0
TOTALS	**$120,000.00**	**$15,119.00**	**$135,119.00**

Budget Detail/Narrative

Personnel: $81,978.00

Regional Disaster Medical Health Specialist: (1 FTE) The RDMHS will perform the duties as stated in the duty statement established by the EMS Authority.

Salary at $6,706.91/per month x 8 months = $53,655
Salary at $7,080.64/per month x 4 months = $28,323

Assistant Director (1.0 FTE) @ 1% = 20 hours @ $64.50/hr = $1,290 **(Local Funds)**
Assistant Staff Analyst Health (1.0 FTE) @ 1% per quarter = 7 hours @ $39.45/hr = $276.00 **(Local Funds)**

Fringe Benefits: $30,004.00

Los Angeles County Department of Health Services Administration employee benefits are calculated at 50.94%, however we will be only claiming 36.6% for the RDMHS. Fringe Benefits include the following: retirement, health, megaflex, pensions & Savings and Miscellaneous Other. $81,978.00 @ 36.6% = 30,004.00. $12,553 will be covered under Local Funds

Materials & Supplies: $2,000.00 (Local Funds)

Mailing stationary, business cards, communications (cell phone, pager, fixed phone lines, office space and other related costs. All costs under this line item will be covered by LA County.

Travel: In-State $7,219.00

In-State travel funds are allocated to attend the RDMHS meetings in Sacramento with the EMS Authority, CDPH, CALEMA and other emergency management organizations. The RDMHS will also participate in Region I and VI planning groups, Mutual Aid Regional Advisory Committee (MARAC) meetings, Operational Area disaster committee meetings, and exercise observation and assistance. Travel related to medical and health program and project development and travel to in-state conferences related to professional activities is also included.

Exhibit B-1
(Standard Agreement)

- 7 same day trips by RDMHS to various committee meetings in Sacramento at $310/each (airfare) x 7 = **$2,170.00.**
- Six two-day meetings in Sacramento to meet with RDMHS staff, EMS Authority, CDPH and CALEMA at $565 each trip x 6 trips = **$3,390.00** (estimated cost breakdown – Airfare @ $310, Lodging @ $95 ($84 + tax) x 2 nights = $190, meals @ $65 each trip.
- Three operation area exercises and the State coordinated field exercise in various locations throughout the region within driving distance (estimated cost - Lodging @ 2 nights x $95 ($84 = tax) x 2 nights = **$190.00**, meals @ **$65.00** (2 days) = $255 x 3 = **$765.00.**
- In-state conferences and trainings: Airfare @ $310, lodging @ $190 ($84 + tax), meals @ $65.00 (2 days) = **$565.00.**
- Vehicle Mileage @ .515/mi x 638.83/miles = **$329.00**

Out-of-State: $799.00

The RDMHS grant will cover out-of-state travel and allowable expenses for the RDMHS to attend the Annual National Disaster Medical System Conference (location to be determined), estimated costs are: Airfare @ $378.00 RT, Lodging for 3 nights @ $95.00/night = $285, Meals @ $34/day x 4 days = $136.00, Total = $799.00.

All travel will be in accordance with DPA rates. (See Exhibit D, Special Terms and Conditions, #4).

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **The Contract Manager** for the State EMS Authority is **Carol MacRae**. Any questions regarding the contract, including, but not limited to: Budget Revisions, Invoices, Contract Advance Payments, Reports, etc. may be directed to her attention.

2. **Budget Revisions**: The Contractor may make minor adjustments in the budget without prior authorization, however, the amount of total adjustments cannot exceed $2,000 for the period of the contract and the total authorized cannot be exceeded.

   If the Contractor wishes to make a budget revision which exceeds $2,000, the Contractor must submit a written request with an explanation of the need and a revised budget summary and a budget detail/narrative which specifically identifies the line item(s) to be reduced in order to increase the excess line item(s). The State must approve such revisions in writing prior to their implementation. In no event will the budget total authorized as specified in this Agreement be exceeded.

3. **Contract Amendments:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All requests for amendments to the contract must be received by the EMS Authority at least thirty (30) days prior to the effective date of the change. The EMS Authority must approve such revisions in writing prior to their implementation. **No amendments may be made after the contract termination date.**

4. **Travel:** For any travel outside the State of California for which the Contractor seeks reimbursement under this Agreement, the Contractor must submit a written justification to the EMS Authority at least 30 days prior to the date that the travel will commence and obtain prior approval. Such travel shall be reimbursed at the rates set in accordance with **State Department of Personnel Administration.**

   Travel Guidelines

   Travel costs are allowable for transportation, lodging, subsistence, and related items incurred by agency employees who are traveling on official business directly related to the administration of the regional agency. Transportation expenses consist of the charges for commercial carrier fares; private car mileage allowances; overnight and day parking; bridge and road tolls; necessary bus or taxi fares; and all other charges essential to the transport from and to the individual's headquarters.

   Reimbursement may be requested for actual transportation expenses by public carrier in connection with services rendered for the contract and actual transportation costs for a personal car at the rate of $.55 per mile **or less** for travel expenses incurred for the contract, while away from the individual's headquarters. Claims for transportation by scheduled airlines are allowed at the lowest fare available in conformity with the regular published tariffs for scheduled airlines in effect on the date of origination of the flight. Parking, toll bridge expenses, etc., are permissible if in conformance with Department of Personnel Administration (DPA) regulations. **All traveling expenses and per diem shall be set in accordance with the rates of the Department of Personnel Administration**

   In computing the allowance for travel, the following maximum reimbursement will be allowed in any 24 hour period or fractional part thereof:

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Method of Travel

Reimbursement for transportation expenses will be based on the method of transportation that is in the best interest of the State, considering both direct expense and the employee's time. If an employee chooses and is authorized to use a method of transportation that is (1) not the least costly, (2) not the typical method of getting from one location to the other, or (3) not "in the best interest of the State," a cost comparison will be prepared and the employee shall be reimbursed only the amount that would have been reimbursed had the employee traveled using the least costly method.

Meals and Incidentals (In-State/Out-of-State Travel)

The following reimbursement rates are maximums, not allowances. Employees may claim only their *actual* expense and must have receipts substantiating the amount claimed.

For each full 24-hour period of travel, employee may claim the following:

Breakfast	actual expense up to $6
Lunch	actual expense up to $10
Dinner	actual expense up to $18
Incidentals	actual expense up to $6

Trips of 24 Hours or More
For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

First day of travel

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

Continuing after 24 hours

Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

Fractional day of travel
Trip begins at or before 6 am and ends at or after 9 am – Breakfast may be claimed

Trip begins at or before 4 pm and ends at or after 7 pm – Dinner may be claimed

Lunch or incidentals may not be claimed on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.

Employees may ***not*** claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

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No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

Lodging Reimbursement
Short-Term Travel

Employees who incur overnight lodging expenses at a ***commercial lodging establishment*** catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. ***must provide a receipt*** to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

All California counties not listed below	actual expense up to $84 per night, plus tax
Los Angeles and San Diego counties	actual expense up to $110 per night, plus tax
Alameda, San Francisco, Santa Clara, And San Mateo Counties	actual expense up to $140 per night, plus tax

State-Sponsored Conference, etc.
Employees attending a State-sponsored conference will be reimbursed for ***receipted*** lodging up to $110 per night, plus tax, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Non-State-Sponsored Conference, etc.

Employees attending a non-State-sponsored conference will be reimbursed for ***receipted*** lodging when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Out-of-State Travel (to any of the 49 other states)

Any limitations on lodging are placed by the appointing authority when approving travel. Lodging and meals may otherwise be claimed as follows (applies to all employees):

With a lodging receipt	actual cost of lodging; actual meals and incidentals, based on appropriate timeframes
Without a lodging receipt	no lodging reimbursement; actual meals and incidentals, based on appropriate timeframes

Personal Vehicle Mileage Reimbursement

Mileage reimbursement rates are as follows:

Vehicle type	**Mileage reimbursement rate**
Personal vehicle	55 cents per mile
Private aircraft	50 cents per mile*
Bicycle	4 cents per mile*

* all taxable

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An employee may claim mileage to/from a common carrier, as long as no parking expense is incurred at the terminal. Reimbursement is calculated using the appropriate rate above, multiplied by twice the distance to the terminal. If withholding applies to the employee's mileage reimbursement above, it will apply to this reimbursement.

Contractors

Contractors with questions regarding travel reimbursements must contact the agency with which they contract.

Out-of-state Travel

Out-of-state travel requires **prior approval** by the EMS Authority. A written justification and request for prior approval of out-of-state travel must be received at the EMS Authority at least 30 working days before the first day of the trip.

5. **Equipment:** All equipment purchased with funds received through this contract will become the property of the State of California. The Contractor will maintain an inventory record for each piece of non expendable equipment purchased with funds through this contract. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment.

6. **Disputes:** Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, 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 the EMS Authority.

7. **EMSA 115:** The Contractor agrees to abide by all policies and procedures as stated in the document titled, "EMSA Policy for Funding Regional Disaster Medical Health Specialist (RDMHS) With State General Funds".

8. **Copyright:** The Contractor or subcontractors shall not be authorized to copyright any documents related to this Agreement without written approval of the Director of the EMS Authority.

9. **Publication Rights:** Publication rights to any documents produced as a result of this Agreement are reserved to the EMS Authority.

10. **Joint Property Rights:** All materials and information collected or prepared under this agreement shall become the joint property of the EMS Authority and the Contractor. The EMS Authority shall have access to information collected as a result of this Agreement.

11. **Public Meeting Requirements:** The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public. Meetings which deal with legal or personnel matters shall be exempt. Notice of each public meeting shall be in accordance with Government Code Sections 54950 through 54963.

EXHIBIT D
(Standard Agreement)

12. **Reports:** The Contractor agrees to submit three quarterly progress reports to the State within fifteen (15) days following the end of the first three quarters of the State Fiscal Year and a Final Report within sixty (60) days following the termination date of this Agreement. The quarterly reports must describe the work completed, problems encountered, what steps were taken to overcome the problem, what training/meetings were attended and the outcome of those meetings, etc. The Final Report must cover, but is not limited to, the goals, accomplishments, and problems of the local agency as it relates to Scope of Work and must cover the entire contract period. Further, the Contractor agrees to secure agreement of any subcontractor to submit information to the Contractor necessary to meet the obligations of submitting quarterly reports and a Final report to the State.

13. **Disclosure Requirements:** (a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total costs for the work performed by nonemployees of the agency exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. (b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Government Code 7550 (a-b)

14. **Training, Seminars, Materials:** Any Training Seminars, and materials for such Seminars, should have prior approval by the State EMS Authority.

15. **Purchase Orders:** All Purchase Orders exceeding $2,500 for any articles, supplies, equipment or services should require prior authorization in writing by the EMS Authority and should include all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

16. **Subcontracts:** All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:

    a) Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
    b) Specification of the services to be provided.
    c) Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
    d) Subcontractor's agreement to submit reports as required by Contractor.

    Prior approval of Subcontracts: All subcontracts exceeding $2,500 shall not become effective until it has been approved by the EMS Authority. Subcontract amendments shall be submitted to the EMS Authority for prior approval at least forty-five (45) days before the effective date of any proposed changes. Any such amendment shall become effective unless the EMS Authority expressly disapproves in writing such amendment and written notice thereof is received by Contractor within said 45-day period.

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Public Records: Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

The Contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows: at all reasonable time at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated.

Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

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 his 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.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Federally Funded Contracts: It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

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 2009/10 and any other Fiscal Year for the purposes 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 contract in any manner.

The parties mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

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.

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CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
County of Los Angeles/Los Angeles County EMS Agency	956000927
By (Authorized Signature)	
Printed Name and Title of Person Signing Cathy Chidester, Director, EMS	
Date Executed	*Executed in the County of* Los Angeles

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.