

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42 June 3, 2025



A handwritten signature in black ink that reads "Edward Yen".

EDWARD YEN
EXECUTIVE OFFICER

June 03, 2025



Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

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:

**AUTHORIZATION TO ACCEPT A STANDARD AGREEMENT FROM THE
STATE EMERGENCY MEDICAL SERVICES AUTHORITY TO SUPPORT
THE REGIONAL DISASTER MEDICAL HEALTH COORDINATION
PROGRAM
(ALL DISTRICTS) (3 VOTES)**

Christina R. Ghaly, M.D.
Director

Nina J. Park, M.D.
Chief Deputy Director, Clinical Affairs & Population Health

Aries Limbaga, DNP, MBA
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.
Administrative Deputy

SUBJECT

Request authorization to accept a Standard Agreement and future Agreements and/or Amendments from the State Emergency Medical Services Authority to support the Regional Disaster Medical Health Coordination Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or authorized designee, to execute Standard Agreement (SA) C24-017 (Exhibit I) from the State Emergency Medical Services Authority (EMSA) to accept funding for the period between July 1, 2024, through June 30, 2025 in the amount of \$240,000, for the provision of offsetting a portion of existing salaries, employee benefits, and other administrative costs for two Regional Disaster Medical Health Specialist (RDMHS) positions to support the Regional Disaster Medical Health Coordination Program (RDMHC Program).

2. Delegate authority to the Director, or authorized designee, to execute future SAs from the State EMSA for the provision of offsetting the salaries, employee benefits, and other administrative costs for the RDMHS positions in subsequent Fiscal Years (FYs), not to exceed \$500,000 per award, or budget period (in the event of multi-year awards), upon review and approval as to

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

Tel: (213) 288-8050
Fax: (213) 481-0503

www.dhs.lacounty.gov

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and our communities by providing
extraordinary care"*



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form by County Counsel and notification to the Board of Supervisors (Board) and Chief Executive Officer.

3. Delegate authority to the Director, or authorized designee, to execute amendments to SAs with the State EMSA to effectuate any changes or updates, in accordance with the applicable terms and conditions, with all amendments subject to review and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

As part of the State's Standardized Emergency Management System, the RDMHC is an appointed position in each of the six Mutual Aid Regions established by California Health and Safety Code §1797.152. The RDMHC is responsible for coordinating disaster information and medical and health mutual aid and assistance within their Mutual Aid Region or in support of other affected regions. To assist the RDMHC, the State EMSA introduced the Regional Disaster Medical Health Specialist (RDMHS) position as a component of the RDMHC Program that directly supports regional preparedness, response, mitigation and recovery activities.

Since 1995, the Department of Health Services (DHS), through its Emergency Medical Services (EMS) Agency, has received funding from the State EMSA as a grant through on-going SAs to help offset a portion of existing salaries and employee benefits and administrative costs of the RDMHS positions. It has recently been determined that State EMSA ceased to consider funding of the RDMHS positions as a grant. Therefore, DHS is returning to the Board to request authority to enter into SAs with State EMSA.

Approval of the first recommendation will allow the Director, or authorized designee, to execute SA No. C24-017 (Exhibit I) to accept funding to offset the salaries and employee benefits to support one (1) full time Senior Disaster Services Analyst and one (1) full time Disaster Services Analyst. The funding enables the EMS Agency, with these personnel resources, 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 Office of Emergency Services (Cal OES) Mutual Aid Region (Region) 1.

Approval of the second recommendation will allow the Director, or authorized designee, to execute future SAs from the State EMSA to accept funding for the ongoing funding of the RDMHS positions to support the RDMHC Program.

Approval of the third recommendation will allow the Director, or authorized designee, to execute amendments to SAs with the State EMSA for any changes or updates with the applicable terms and conditions.

Implementation of Strategic Plan Goals

These recommendations support the LA County Strategic Plan's: North Star 3, Goal G, Strategy i. – "Maximize Revenue;" North Star 3, Goal A, Strategy i., "Customer Service;" and North Star 1, Goal A, Strategy ii., "Improve Health Outcomes."

FISCAL IMPACT/FINANCING

The funding to be received through SA C24-017 from the State EMSA, in the amount of \$240,000, will offset a portion of existing salaries, benefits, and other associated expenses related to the RDMHC Program for the period from July 1, 2024, through June 30, 2025.

Funding is included in the DHS FY 2024-25 Final Budget; and continued funding will be requested in future fiscal years as necessary. There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As authorized by Section 1797.152 of Division 2.5 of the California Health & Safety Code, the RDMHC, together with the California Department of Public Health, State 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.

Original funding for the program was through the Federal Prevention 2000 Block Grant program. During program development, three Regions were given funding to support one (1) full-time equivalent position (FTE) while the other three regions were given funds at approximately a one-half (0.5) FTE to offset personnel costs to the Local Emergency Medical Services Agencies.

County Counsel has approved Exhibit I as to 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 CAL OES Region 1 and coordinate the intra-regional health and medical disaster mutual aid response in the event of an emergency or disaster.

The Honorable Board of Supervisors

6/3/2025

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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Christina R. Ghaly".

Christina R. Ghaly, M.D.

Director

CRG:pt

Enclosures

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C24-017

PURCHASING AUTHORITY NUMBER (If Applicable)

EMSA-4120

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

CONTRACTING AGENCY NAME

Emergency Medical Services Authority (EMSA)

CONTRACTOR NAME

Los Angeles County Emergency Medical Services Agency

2. The term of this Agreement is:

START DATE

July 1, 2024

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$240,000.00 (Two Hundred Forty Thousand Dollars and Zero Cents)

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

| Exhibits | Title | Pages |
|------------------|--------------------------------------|----------------|
| Exhibit A | Scope of Work | 8 |
| Exhibit B | Budget Detail and Payment Provisions | 4 |
| Exhibit C * | General Terms and Conditions | GTC 04/2017 |
| + - Exhibit D | Special Terms and Conditions | 3 |
| + - 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 <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

Los Angeles County Emergency Medical Services Agency

CONTRACTOR BUSINESS ADDRESS

10100 Pioneer Blvd., Suite 200

CITY

Santa Fe Springs

STATE

CA

ZIP

90670

PRINTED NAME OF PERSON SIGNING

Richard Tadeo

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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

| | |
|-----------------------------|--|
| AGREEMENT NUMBER C24-017 | PURCHASING AUTHORITY NUMBER (If Applicable) EMSA-4120 |
|-----------------------------|--|

STATE OF CALIFORNIA

| | | | |
|--|--|-------------|--------------|
| CONTRACTING AGENCY NAME Emergency Medical Services Authority (EMSA) | | | |
| CONTRACTING AGENCY ADDRESS 11120 International Drive 2nd Floor | CITY Rancho Cordova | STATE CA | ZIP 95670 |
| PRINTED NAME OF PERSON SIGNING Elizabeth Basnett | TITLE Director | | |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED | | |
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) Exempt per: SCM Vol 1,4.04 (A)(4) | | |

Exhibit A

Scope of Work

The Regional Disaster Medical and Health Specialist (RDMHS) is a component of the Regional Disaster Medical and Health Coordination (RDMHC) Program. The RDMHC Program is a 24/7/365 program that directly supports regional preparedness, response, mitigation, and recovery activities. The RDMHS reports directly to the RDMHC and receives policy guidance and direction concerning regional issues to include day to day operations and for regional response coordination in local, state and federal-declared disasters. Where an RDMHC does not exist in a given region or the RDMHC does not reside in the LEMSA with the RDMHS, the RDMHS shall continue to coordinate with the RDMHC as it relates to regional issues but shall report directly to the administrator/director of the local EMS agency in which the RDMHS resides for administrative and operational needs.

The Term of this agreement shall be July 1, 2024 through June 30, 2025.

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: Los Angeles County Emergency Medical Services Agency |
| Name: Jody Durden | Name: Roel Amara |
| Title: Contract Manager | Title: Nursing Director |
| Phone: (916) 698-8008 | Phone: (562) 378-1598 |
| E-Mail: jody.durden@emsa.ca.gov | Email: ramara@dhs.lacounty.gov |

Direct all administrative inquiries to this agreement to:

| | |
|---|---|
| Agency: Emergency Medical Services Authority | Contractor: Los Angeles County Emergency Medical Services Agency |
| Name: Daniel Campbell | Name: Roel Amara |
| Title: Contract Analyst | Title: Nursing Director |
| Phone: (916) 591-2047 | Phone: (562) 378-1598 |
| Email: Daniel.Campbell@emsa.ca.gov | Email: ramara@dhs.lacounty.gov |

Activities to assist in accomplishing this shall include:

1. Continue to support the implementation and improvement of the California Public Health and Medical Emergency Operations Manual (EOM).
 - 1.1. Conduct and/or participate in local and Regional EOM trainings. When possible, work with external and approved EOM instructors to co-facilitate trainings.
 - 1.1.1. Invite State partners that are based locally to participate, when appropriate, in EOM trainings.
 - 1.2. Provide input as requested on the EOM during the update process, including ongoing improvements of the Health and Medical Resource Requesting System (HAMRRS) as the platform to request medical and health resources. Seek input from local partners on EOM improvement opportunities.
 - 1.3. Provide input and collaboration in the development or revision of the Medical/Health Mutual Aid/Assistance Plan.
2. Collaborate with respective Regional Disaster Public Health Representative (RDPHR). The RDPHR will provide support with public health functions and initiatives, including during disaster response.
 - 2.1. Participate in activities related to Medical Countermeasure (MCM) programs, including the Strategic National Stockpile (SNS) program and CHEMPACK.
 - 2.2. Participate in statewide, regional and operational area exercises and other significant medical and health related training and exercises authorized by EMSA and/or CDPH.
3. Assist in the development of a comprehensive Medical Health Operational Area Coordination (MHOAC) program in each operational area within the region.
 - 3.1. Conduct training for Medical Health Operational Area Coordination Programs (MHOAC) and other medical and health partners in the operational areas as needed.
 - 3.1.1. Provide Medical/Health Operations Center Support Activities (MHOCSA) training annually. The RDMHS shall coordinate fiscal support from state partners for travel, teaching materials, and additional equipment as needed.
 - 3.1.2. Assist operational areas with the development and update of MHOAC Program Guides, using either the State template or a local version.

- 3.2. Assist operational areas in developing contact lists to support the functions of a MHOAC program.
- 3.3. Assist operational areas in developing local Situation Report distribution procedures consistent with the EOM.
- 3.4. Provide updated MHOAC contact list to Emergency Medical Services Authority (EMSA) and California Department of Public Health (CDPH) Program Leads on a monthly basis.
- 3.5. Assist operational areas in the ongoing training and updates of the electronic resource requesting system: Cal Health and Medical Resource Requesting System (Cal HAMRRS).
4. Continue to develop the Regional Disaster Medical and Health Coordination (RDMHC) Program.
 - 4.1. Develop and maintain RDMHC Program response procedures.
 - 4.1.1. Coordinate with RDMHC to develop response procedures for declared disasters within the region.
 - 4.1.2. The RDMHC Program should maintain situational awareness of all automatic aid agreements, cooperative assistance agreements or other agreements and response procedures between LEMSAs, LHDs, Environmental Health Departments (EHD), and other med/health partners within the region.
 - 4.1.3. Coordinate planning for and development of cooperative assistance agreements between counties and regions.
 - 4.2. Conduct at least three medical and health regional meetings per year for the purpose of planning, coordination, training, and information sharing.
 - 4.3. Participate in the local Mutual Aid Regional Advisory Committee (MARAC) and Local Emergency Planning Committee (LEPC) meetings and represent the RDMHC Program as requested (ongoing).
 - 4.4. Represent the RDMHC Program in coordination with the state, region and OA level at emergency management, mental/behavioral health, environmental health, public health, medical, and coalition meetings.
 - 4.5. Coordinate and plan with other RDMHCs to further develop the RDMHC Program. This may include responding to another region to provide backup and assistance during an emergency or to participate in other regional drills.

5. Assist EMSA and the Emergency Medical Services Administrators' Association of California (EMSAAC) in the development, implementation, and evaluation of the California Statewide Patient Movement Plan.
 - 5.1. Participate in California Patient Movement Workgroup as requested if and when it is stood up.
 - 5.2. Train operational areas on the California Patient Movement Plan.
 - 5.3. Participate in exercise of plan.
 - 5.4. Support a regional patient movement coordination function in accordance with the California Patient Movement Plan.
6. Participate in activities related to Medical Countermeasure (MCM) programs, including the Strategic National Stockpile (SNS) program and CHEMPACK.
 - 6.1. Participate on the monthly Center for Preparedness and Response Local Health Jurisdiction Updates (CLU) call.
 - 6.2. Review LHD SNS Operational Readiness Review (ORR) annual self-assessments and provide feedback to the LHD as appropriate. Participate in the Cities Readiness Initiative (CRI) ORR assessments and assist CPR in review and analysis of all LHD SNS preparedness activities within the mutual aid region.
 - 6.3. Promote Regional CHEMPACK training to include dissemination of training flyers provided by CDPH CPR and encourage participation of emergency dispatchers and CHEMPACK host site representatives. Participate in the planning and conduct of annual regional CHEMPACK training.
 - 6.4. Develop and/or update regional CHEMPACK Plans annually and distribute to partners as appropriate.
 - 6.4.1. Maintain current CHEMPACK host site point-of-contact lists.
7. With respective RDPHR, coordinate operational area participation in catastrophic planning projects, such as the Southern California Catastrophic Earthquake Response Plan, the Bay Area Earthquake Response Plan and the Cascadia Subduction Zone Earthquake and Tsunami Response Projects.
 - 7.1. Development of plans to include operational needs obtained through data collection from regional partners including medical and health data from operational areas (as requested). Schedule meetings as needed with operational areas to discuss plan development and next steps.

- 7.2. Conduct meetings with operational areas in conjunction with EMSA, CDPH and United States Department of Health and Human Services Administration for Strategic Preparedness and Response (ASPR).
- 7.3. Collect data to enhance plan.
- 7.4. Assist with the socialization of completed disaster plans.
- 7.5. Exercise plan in conjunction with EMSA, CDPH and ASPR.
8. Coordinate and/or participate in inter-State collaboration workgroups, such as the California/Nevada Border Counties Workgroup and the Oregon/California Counties Workgroup, as appropriate.
 - 8.1. Conduct at least one meeting annually of the California/Nevada Counties Workgroup and the Oregon/California Counties Workgroup (ongoing).
 - 8.2. Maintain point-of-contact lists for participants in the California/Nevada Border Counties Workgroup and the Oregon/California Counties Workgroup (ongoing).
 - 8.3. Region III, IV, and VI to participate in the California/Nevada Counties Workgroup and Region II and III to participate in the Oregon/California Counties Workgroup.
9. Participate in statewide, regional, and operational area exercises and other significant medical and health related training and exercises authorized by EMSA or CDPH.
 - 9.1. Collaborate with respective RDPHR to participate annually in regional planning and post-exercise evaluation activities for the State-level public health and medical exercises. Participation will involve performing the roles and responsibilities of the RDMHC Program during an actual disaster, including the coordination of medical and health mutual aid. Potential annual exercises include:
 - 9.1.1. Statewide Medical and Health Exercise (SWMHE).
 - 9.1.2. Annual Full-scale CAL-MAT Exercise(s).
 - 9.1.3. CalOES Exercise(s).
 - 9.1.4. CPR Trainings and Exercises, as needed.
 - 9.2. Participate in the CDPH/EMSA Emergency Preparedness Training Workshop (EPTW) annually.

- 9.3. Attend emergency preparedness/disaster response conferences as requested by EMSA or CDPH-CPR, as budget allows.
10. Respond in accordance with the EOM to medical and health events in the region (ongoing), to include requests by EMSA, CDPH, or the RDMHC to respond to declared disasters within the State.
 - 10.1. Maintain incident logs and data related to response. Data to be provided in quarterly reports.
 - 10.2. Prepare regional after-action reports for any local, state or federal-declared disasters that impacted the region.
 - 10.3. Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from within the region.
 - 10.4. Report number of requests coordinated by the RDMHC Program for medical and/or health mutual aid and/or assistance from outside the region.
 - 10.5. Report number of times that medical and/or health mutual aid or mutual assistance requests required reimbursement coordination.
 - 10.6. Report number of times the RDMHC Program polled the operational areas within the region to assess available resources for a potential request.
 - 10.6.1. Report number of times RDMHC Program assisted operational areas with completing the Medical and Health Situation Report or Flash Report or completed the Situation Report or Flash Report for the operational area.
 - 10.6.2. Report number of times the RDMHC Program assisted operational areas with completing the Medical Health Resource Request process.
 - 10.6.3. Report the number of meetings attended.
 - 10.6.4. Report the number of presentations delivered.
 - 10.6.5. Report number of times the RDMHC Program is contacted by the state for additional information regarding unusual events of emergency system activation within the region.
 - 10.6.6. Report the number of times the RDMHC Program is requested to act as a conduit to share information with operational areas within the region.

- 10.6.6.1. Number of times operational areas from within the region request the RDMHC program to share material/information with all operational areas within the region.
 - 10.6.6.2. Number of times operational areas from within the region request the RDMHC Program to assist with communications and questions to the State.
 - 10.6.6.3. Number of times the State requests the RDMHC program to share material/information with all operational areas within the region.
 - 10.6.6.4. Report the number of ambulance strike teams sent to assist another region.
 - 10.6.6.5. Report the number of ambulance strike teams provided to your region.
11. Coordinate and assist EMSA and CDPH with statewide, regional, and operational area response project, such as:
- 11.1. Assist EMSA with regional handheld radio caches. EMSA will provide two handheld radios to each region for RDMHS use, as well as a cache of twelve radios per region to be managed by the RDMHS and utilized as a regional asset.
 - 11.2. Coordinate and assist EMSA with regional site assessments to pre-identify mobile medical structures (MMS) deployment sites.
 - 11.3. Coordinate and assist EMSA with regional pre-identification of vendors/resources for wrap-around services to support MMS.
12. Additional Provisions
- 12.1. Participate in the RDMHC Program quarterly onsite meetings and monthly conference calls convened by EMSA.
 - 12.2. Submit quarterly reports to the EMSA and CDPH RDMHC Program Leads.
 - 12.3. Submit agendas for meetings held by RDMHSs to EMSA and CDPH RDMHC program leads.
 - 12.4. Represent the RDMHC Program as a participant on working/advisory committees as authorized by EMSA in conjunction with CDPH. Committee assignments reviewed annually and subject to change based on RDMHS workload and availability. Potential committee assignments include:

- 12.4.1. RDMHC/MHOAC Training Video Project.
 - 12.4.2. Bio Watch program planning and response.
 - 12.4.3. State workgroup for annual Statewide Medical and Health Exercise (SWMHE).
 - 12.4.4. EOM workgroup.
 - 12.4.5. Ambulance Strike Team Project Advisory Committee.
 - 12.4.6. Emergency Function (EF) 8 Technical Workgroup.
 - 12.4.7. HPP/PHEP Grant Guidance workgroup.
 - 12.4.8. Pediatrics Surge workgroup.
 - 12.4.9. High security, high profile event planning workgroups, such as NSSE designated events, dignitary visits, Olympics, World Cup, Super Bowl, other as needed.
- 13. During a declared disaster that will require the RDMHS to respond for an extended period, the RDMHS will work with EMSA and CDPH to prioritize objectives that may include deferring day to day assignments and committees.
 - 14. If additional activities are identified during this contract period, the RDMHS will work with the EMSA, CDPH, and RDMHC Program leads to evaluate current workload and responsibilities and determine how the additional activities support the tasks identified in this SOW. All parties will agree on the appropriateness of the assignment prior to it becoming a requirement.

Exhibit B
Budget Details and Payment Provisions

1. INVOICING AND PAYMENT: For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed in Exhibit B, Attachment 1 Budget Detail and Narrative as specified herein.

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

Itemized invoices shall be submitted on company letterhead. The invoice shall include the following:

- A. Agreement Number
- B. Invoice Number
- C. Remit to Address
- D. Bill to Address
- E. 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

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

Submit all invoices to:

Emergency Medical Authority Services
Attn: Jody Durden, Contract Manager
Agreement Number: C24-017
11120 International Drive Suite 200
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 the Emergency Medical Services Authority (EMSA) does not approve the invoice in accordance with identified general tasks or deliverables in this contract, payment of the invoice will be withheld by EMSA and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-acceptance and demonstrate to EMSA that the Contractor has successfully completed the scheduled work for each general task or deliverable before payment will be made.

2. ADVANCE PAYMENT: Pursuant to Health and Safety Code Section 1797.110, and upon request of the contractor, the state may pay in advance up to 25 percent of the total annual contract amount awarded. Any Regional Disaster Medical Health

Specialist (RDMHS) requesting a 25 percent advance will be required to certify that the RDMHS does not have the funds to proceed with the contract without the advance. The request must include the following documents and must be submitted to the EMSA EMS Plans Coordinator concurrently with the original signed contract:

- A Cover letter that state the RDMHS does not have funds to proceed with the contract without the advance.
- An invoice that reflects the state and local contract amount, and the advance amount requested. A Sample Invoice, Attachment E is attached.

Note: The advance cannot be processed for payment until the contract becomes fully executed.

Any RDMHS receiving an advance will be required to submit claims on a quarterly or monthly basis and are required to list all items for which the 25 percent advance is expended.

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

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

4. **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).
5. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or other State's local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this contract. California may pay any applicable sales or use tax imposed by another state.
6. **STATE FISCAL YEAR BREAKDOWN:**

| Fiscal Year | Total Estimated Cost per Year |
|---|--------------------------------------|
| FY 24/25 (July 1, 2024 - June 30, 2025) | \$240,000.00 |
| Total Agreement Amount | \$240,000.00 |

A. BUDGET DETAIL

| BUDGET CATEGORIES | FY 2023-2024 |
|--|----------------------|
| Personnel | |
| Base Salary - RDMHS | \$ 177,719.04 |
| Fringe Benefits | \$ 38,280.96 |
| Materials & Supplies | \$ 0 |
| Travel* | |
| In-State | \$ 0 |
| Mileage | N/A |
| Travel Out of State | \$ 0 |
| Administrative/Indirect (10% of direct costs allowable) | \$ 24,000 |
| Total | \$ 240,000.00 |

B. BUDGET DETAIL AND NARRATIVE

Personnel: Actual annual salary: \$91,488+\$86,231.04= \$ 177,719.04

These funds are used to directly support two RDMHS positions: one full time Senior Disaster Service Analyst and one full time Disaster Service Analyst. The Senior DSA estimated salary is \$91,488. The Disaster Service Analyst estimated salary is \$86,231.04. See EMSA job duties and responsibilities for specifics of the position.

FRINGE BENEFITS: Actual annual benefits: \$121,986.35 with \$ 38,280.96 paid by the RDMHS grant.

LA County Department of Health Services fringe benefits are currently calculated at 68.64%. The State allowable fringe benefit rate of 37% is used for this budget. LA County is covering the remainder: \$83,705.39 of benefit costs.

MATERIAL, SUPPLIES, AND COMMUNICATION TOOLS: \$0

The RDMHS grant does not provide adequate funding to cover expenses related to office supplies, computer supplies, and monthly costs of cellular devices. LA County is covering these costs.

MEMBERSHIP, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES: \$0

TRAVEL-IN-STATE AND MILEAGE: \$0

The RDMHS grant does not provide adequate funding to cover the required In-State travel. All in-state travel will have to be covered by the State.

TRAVEL OUT OF STATE: \$0

INDIRECT/ADMINISTRATIVE COSTS: Allowable indirect cost: \$24,000.00

Administrative/Indirect costs of up to 10% of the direct cost allocation are allowable and include but not limited to administrative management, accounting, bookkeeping, legal expense, maintenance, and repairs of space.

Exhibit D
Special Terms and Conditions

1. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.
2. SETTLEMENT OF DISPUTES: In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Emergency Medical Services Authority, Director, or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her designee shall be final.
In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.
3. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
5. LICENSES AND PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Emergency Medical Services Authority (EMSA) a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

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 other remedies it may have, terminate this Agreement upon occurrence of such event.

6. AMENDMENTS: This agreement allows for amendments to add time for completion of specified deliverables and/or to increase funding. Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services if such approval is required.
7. FORCE MAJEURE: Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure", as used in this section, "Force Majeure" is defined as follows: unforeseen circumstances that make performance of the agreement impossible such as acts of war, civil unrest, acts of governments (such as changes in law), acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
8. INSPECTION OF SERVICES: Services performed by Contractor under this Agreement shall be subject to inspection by EMSA at any and all times during the performance thereof. If EMSA official conducting the inspection determines that the services performed by Contractor (and/or materials furnished in connection therewith) are not in accordance with the specification, EMSA may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereby.
10. RIGHT TO TERMINATE: The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

11. LIABILITY FOR LOSS AND DAMAGES: Any damages by the Contractor to the State's facility including equipment, furniture, materials, or other State property will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.
12. CONFIDENTIALITY OF DATA: No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

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

13. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
14. GOODS AND SERVICES: The State reserves the rights to inspect, reject, and/or accept all goods and services provided within this agreement.

**Exhibit E
Invoice Template**

STATE OF CALIFORNIA
EMERGENCY MEDICAL SERVICES AUTHORITY
FAIT 601B (Rev. 8-2024)

STATE OF CALIFORNIA
EMERGENCY MEDICAL SERVICES AUTHORITY
CONTRACTOR REIMBURSEMENT INVOICE

Bill to: Emergency Medical Services Authority
Attention: Jody Durden
11120 International Drive, Suite 200
Rancho Cordova, CA 95670

DATE:
CONTRACT NUMBER:
INVOICE NUMBER:
INVOICE PERIOD:
INVOICE AMOUNT: \$ -

Remit To:

Purpose of this invoice is to reimburse contractor for actual expenditures incurred while performing the activities agreed upon as contained n Contract

Number#XXXXXXX, Supporting documentation of requested reimbursement will be provided upon request.

| Budget Categories | Contract Budget | Contract Expenditures | | | Remaining Balance |
|-------------------------------------|--------------------|-----------------------|-------|------|----------------------|
| | | Current | Prior | YTD | |
| Salary Expenses | | - | - | - | - |
| Benefit Expenses | | - | - | - | - |
| Operating Expenses | | - | - | - | - |
| <hr/> | | | | | |
| Total | \$ - | \$ - | \$ - | \$ - | \$ - |
| Administrative/Indirect Costs (10%) | | | | | - |
| Less Advance (if applicable) | | | | | - |
| Total Reimbursement Request | | \$ - | | | - |

I certify that I am the duly appointed and acting officer of the herein named agency and the costs being claimed herein are in all respects true, correct, and in accordance with the contract provisions: that funds were expended or obligated during the contract period; and the amount claimed above has not previously presented to or reimbursed by the Emergency Medical Services Authority.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

For EMSA Use Only

I certify that this reimbursement is in compliance with all terms/conditions, laws, and regulations governing it's payment and hereby approved for payment.

Signature: _____

Title: _____

Printed Name: _____

Date: _____