

STANDARD AGREEMENT — APPROVED BY THE
ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT NUMBER EMS-3060	AML NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION	

THIS AGREEMENT, made and entered into this 1st day of July, 2003,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Interim Director	AGENCY Emergency Medical Services Authority	, hereafter called the State, and
CONTRACTOR'S NAME San Mateo County EMS Agency		, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, for performance or completion, and attach plans and specifications, if any.)*

- STATEMENT OF WORK.** The Contractor shall complete the objectives as identified in the attached Section entitled "Objectives". These are made a part of this agreement by this reference.
- TERM OF AGREEMENT.** The period of this Agreement shall be from July 1, 2003 through June 30, 2004.
- CONTRACT AMOUNT.** The total amount payable by the State to the Contractor shall not exceed \$54,000.00.
- BUDGET.** The attachment entitled "Budget" (Attachment B), is made a part of this Agreement by this reference. The budget submitted by Contractor shall not exceed Indirect/Administrative costs of not more than 10% of Personnel and Benefits only.

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Emergency Medical Services Authority		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) San Mateo County EMS Agency			
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷ Rose Jacobs Gibson, President, Board of Supervisors			
PRINTED NAME OF PERSON SIGNING Richard E. Watson		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Interim Director		ADDRESS 225 37th Avenue, San Mateo, CA 94403			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 54,000.00	PROGRAM/CATEGORY (CODE AND TITLE) 10	FUND TITLE Federal			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ -0-	(OPTIONAL USE) Grants to Local Agencies	Department of General Services Use Only			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 54,000.00	ITEM 4120-101-0890	CHAPTER	STATUTE 2003	FISCAL YEAR 03/04	
OBJECT OF EXPENDITURE (CODE AND TITLE) 0010-702-50000		T.B.A. NO.		B.R. NO.	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER ▷		DATE	

5. The **PROJECT MONITORS** shall be as follows:

For the STATE:

Carol Biancalana
Program Coordinator
EMS Authority
1930 9th Street
Sacramento, CA 95814
(916) 322-4336, ext. 409

For the CONTRACTOR:

Barbara Pletz
EMS Administrator
San Mateo County EMS Agency
225 37th Avenue
San Mateo, CA 94403
(650) 573-2564

6. 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, Extensions etc. may be directed to her attention.

7. **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 budget 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, budget detail and budget 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.

8. **REIMBURSEMENT.** In consideration of duties performed in a manner acceptable to the State, the State shall reimburse the Contractor, upon submission of an invoice, in the format required by the EMS Authority per EMSA #105 dated June, 2001. Such request will be for actual expenditures in accordance with the Budget (as shown as Attachment B) to:

State EMS Authority
1930 Ninth Street
Sacramento, CA 95814
Attention: Carol MacRae

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

9. **MAINTAIN STATE EXPENDITURES.** Pursuant to the Public Health Services Act, Title XIX Part A, Section 1905 (c)(6), with respect to the activities to be supported by this grant, the local EMS agency agrees to maintain local expenditures for those activities at a level that is not less than the average level of such expenditures maintained by the local EMS Agency for those activities for the 2-year period preceding the fiscal year for which the local agency is applying to receive payments.

10. **ADVANCE PAYMENT.** Pursuant to Health and Safety Code Section 1797.110, the State may pay up to twenty-five percent (25%) of the total amount payable under this Agreement in advance upon request of the Contractor. This advance payment will appear as a credit to the contracting agency's account, and costs incurred by the Contracting Agency will be deducted from the credit until the advance funds are exhausted or the contract period expires. In the event there is a credit surplus at the end of the term of this Agreement, or in the event there is a credit surplus and the Agreement is canceled by the Contractor, the Contractor will reimburse the credit to the State.

Federal regulations prohibits earning interest on federal dollars.

11. **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.**
12. **TRAINING SEMINARS, MATERIALS.** Any Training Seminars, and materials for such Seminars, must have prior approval by the state EMS Authority.
13. **TRAVEL.** Travel costs for transportation, lodging, subsistence, and related items incurred by employees of Contractor who are traveling on official business related to the grant, will be reimbursed at the rates approved by the Department of Personnel Administration. **OUT-of-STATE travel requires advance written approval by the EMS Authority.**
14. **CERTIFICATION CLAUSES.** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
15. **NON-DISCRIMINATION CLAUSE.** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair

Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

16. **RECYCLING CERTIFICATION.** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
17. **"FUNDED BY" STATEMENT.** Any printed materials or videos developed for distribution with grant money awarded by the EMS Authority must include the following statement: "Funding provided by the State of California Emergency Medical Services (EMS) Authority under Special Project Grant #EMS-3060". The project described was supported by the Preventive Health Services Block Grant from the Centers for Disease Control and Prevention.
18. **FEDERAL CONTRACT FUNDS.**
 - a. 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.
 - b. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the State Fiscal Year 2003/04 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
 - c. It is 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.

- d. The Department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
 - e. The recipient shall comply with the single Audit Act and the reporting requirements set forth in OMB Circular A-133.
19. **AUDIT.** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. **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 the Contractor.
 - b. Specification of the services to be provided.
 - c. A statement that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on the Contractor.
 - d. Subcontractor's agreement to submit reports as required by the Contractor.

PRIOR APPROVAL of SUBCONTRACTS. All consultant/subcontracts exceeding \$2,500 must have advance approval 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 is received by Contractor within said 45 day period.

PUBLIC RECORDS. Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be public records 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 times 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 made applicable items 20 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.

21. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
22. **APPROVAL.** This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
23. **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.

Contractor shall continue with the responsibilities under this Agreement during any dispute.
24. **EMSA 105.** The Contractor agrees to abide by all policies and procedures as stated in the "Funding of Emergency Medical Services Agencies with Federal Block Grants" (EMSA 105 - June 2001).
25. **COPYRIGHT & PATENTS.** The grant recipient agrees to and does hereby grant to the Federal Government and State a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes. If a grant produces patents, patent rights, processes, or inventions during the course of work aided by a Federal Block Grant, such fact shall be promptly and fully reported to EMSA. EMSA shall determine whether protection on such invention or discovery (including rights under any patents issued thereon) shall be disposed of and administered in order to protect the public interest consistent with "government patent regulations in 37 CFR Part 401".

26. **EQUIPMENT.** Contractor and/or subcontractor(s) will submit an annual inventory of equipment purchased with funds received through this contract. The EMS Authority will prescribe the inventory format and will supply applicable forms to be used for this purpose. All equipment purchased with funds received through this contract will become the property of the State of California. Federal law limits the use of the funds for the purchase of equipment such that EMS is not paying for operational costs or equipment, but amounts may be used for the payment of not more than 50% of the costs of purchasing communications equipment for the systems.
27. **TERMINATION CLAUSE.** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. This Agreement may be canceled at any time by either party, by giving thirty (30) days written notice to the other party.
28. **PROHIBITED EXPENDITURES:** Federal law prohibits the uses of these funds for the following:
- a. inpatient services
 - b. cash payments to intended recipients of health services
 - c. purchase to improve land, construction or permanently improve any building or other facility, or purchase major medical equipment.
 - d. may not satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of federal funds.
 - e. provide financial assistance to any entity other than a public or nonprofit private entity.
29. **ASSIGNMENT.** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a written amendment.
30. **PUBLIC MEETINGS REQUIREMENT.** The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public in accordance with Government Code Sections 54950 through 54961.
31. **ORGANIZATION CONTACTS/INTERESTED INDIVIDUALS.** The Contractor agrees to inform a mailing list of interested individuals and organization contacts. If there is a reduction in federal funds supporting the program under which Agreement is financed, the Contractor agrees to inform these individuals and organization contacts of the funding reduction.

32. **FORCED, CONVICT, AND INDENTURED LABOR.** In accordance with PCC Section 6108, contractor warrants that no foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract are produced in whole or in part by forced labor, convict labor, or indentured labor.
33. **CHILD SUPPORT COMPLIANCE ACT.** If this contract exceeds \$100,000, the contractor acknowledges in accordance with, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
34. **PRIORITY HIRING CONSIDERATIONS.** If this contract is for services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
35. **REPORTS.** Quarterly Progress Reports, Fiscal Reports, a Final Project Report and Project Abstract Report must all be submitted on a timely basis.
- a. **QUARTERLY PROGRESS REPORTS:** Agencies receiving Prevention 2000 Block Grant Funded contracts are required to submit quarterly progress reports. These reports are due to the EMS Authority by October 15, January 15, and April 15. Failure to submit Quarterly Progress Reports on time may delay payment of claims for reimbursement.
The purpose of the quarterly progress reports is to provide the applicant agency and the EMS Authority with an evaluation of the project's progress in relation to the planned work and milestones. The report should be a summary of the project activities that have taken place to date. An original and one copy of each Quarterly Progress Report shall be sent to the EMS Authority.
 - b. **FINAL PROJECT REPORT** - due no later than **sixty (60) days** following the termination date of the contract. The sixty (60) day grace period for the Final Project Report DOES NOT constitute authorization for reimbursement of costs for work performed after the termination date of the contract. One copy of the report must be

... to the EMS Authority and shall be in the following format as stated in EMSA #105 (June 2001). It should consist of narrative that addresses the project as a whole, unlike the quarterly progress reports which report progress at the task level. The final report should include, but is not limited to the following:

OBJECTIVES: Restate the major objectives of the project as specified in the project contract. The individual activities are not required to be listed. This will allow analysis of the report as a separate document and will aid other agencies in defining their use of it.

METHODOLOGY: Describe in detail how the project was implemented. This description should specifically address how each identified objective was accomplished. This will be helpful to other agencies who may desire assistance with a similar program.

PROBLEMS: Describe any problems that were encountered in project implementation. If known, specify alternate methods that would have avoided the problems and increased the effectiveness of the project. This information will assist other agencies in avoiding the problem.

RESULTS: Describe in detail the results of the project in terms of meeting the project's objectives. Also, describe the results in terms of how they will be used to improve the agency's system. Where applicable, describe estimated dollar savings resulting from implementing the project results.

IMPLEMENTATION SCHEDULE: Outline the actual and/or revised schedule for implementation of the project and, if applicable, make recommendations on how to avoid any implementation problems encountered. This should include a budget for initial and future implementation.

DOCUMENTATION: Include any pertinent document developed, e.g., any new or revised forms, diagrams, management reports, photos, instructional materials, etc., so that other agencies may be able to adapt this material for their benefit.

PROJECT PERSONNEL: Identify the key personnel, along with their job classification, who worked on the project, and give a brief description of their contribution. When a portion of the work was performed by a consultant, give a brief evaluation of the consultant's contribution.

- c. **PROJECT ABSTRACT REPORT.** Along with the final report, the Contractor shall submit a separate project abstract report. The project abstract report should be typed, and should not exceed two pages. Use a standard 12 pitch font or typeface such as courier and submit on plain paper (not stationary or paper with borders or lines). Avoid special formatting (do not underline, use bold type, or justify margins, etc.) The report shall contain the following sections:

INTRODUCTION: Give a brief history of the project (e.g. what led to its need.)

PROJECT DESCRIPTION: Briefly describe what the project set out to accomplish and what were the major objectives.

TASKS/METHODOLOGY: Briefly describe what tasks were undertaken and how work was carried out to complete the project objectives.

OUTCOMES: Briefly describe what products, data, reports, etc, came out of the project and how these products will be used, or what benefit they have for the agency.

CONCLUSION: Briefly describe the net impact of the project on the overall operation of the EMS System, and any recommendations regarding modification to the process or project as a whole.

CCC 103

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 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 on 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 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. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. 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 lesser 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 of 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.

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 (PCC 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 (PCC 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. (PCC 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. (PCC 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 government entity.

ATTACHMENT A

Section III

Objectives

The San Mateo County EMSC Update and Expansion Project proposes to focus on the following three objectives during Year One of the Project

Objective One: To establish a mechanism for on-going management, evaluation and quality improvement of the EMSC Program.

Objective Two: To provide Pediatric Education for Prehospital Professionals (PEPP) Course to San Mateo County paramedics.

Objective Three: To review, revise, and expand San Mateo County Prehospital Field Treatment protocols to include current pediatric assessment, treatment, and transportation modalities.

Objective One: To establish a mechanism for on-going management, evaluation and quality improvement of the EMSC Program.

Activity	Evaluation Methodology	Resources Needed	Implementation Schedule	Proposed Outcome
1.1 Develop a draft EMSC Program Plan that addresses of the program's current components.	Draft an EMSC Plan for submission to the EMS Director for approval.	Project Coordinator, EMSC Committee, EMS Director, EMS Medical Director, Medical Advisory Committee	July 2003 – June 2004 <i>This activity will proceed throughout the two-year course of this Project, as a final Plan will not be ready for implementation until the system updates and expansions are completed.</i>	A first draft EMSC Plan will be submitted to the EMS Director.

Objective Two: To provide Pediatric Education for Prehospital Professionals (PEPP) training for San Mateo County paramedics.

Activity	Evaluation Methodology	Resources Needed	Implementation Schedule	Proposed Outcome
2.1 Determine the best means to provide for PEPP trainings.	A method of PEPP trainings in San Mateo County will be determined based upon a careful review of "in-house" versus contracted resources.	Project Coordinator, EMS Director, EMS Clinical Coordinator, AMR Clinical Coordinator, JPA Field Training Officers	September 2003 - December 2004	A method suited for PEPP trainings in San Mateo County will be determined and implemented.
2.2 Coordinate and schedule a minimum of two PEPP courses.	A one-year course schedule will be established.	Project Coordinator, EMS Clinical Coordinator, AMR Clinical Coordinator, JPA Training Officers, PEPP Course Coordinator(s)	January 2004 – June 2004	Two PEPP courses will be scheduled and conducted.
2.3 Coordinate and schedule one PEPP Instructors course.	A one-year course schedule will be established.	Project Coordinator, EMS Clinical Coordinator, AMR Clinical Coordinator, JPS Training Officers, PEPP Course Coordinator (s)	January 2004 – June 2004	One PEPP Instructor Training course will be scheduled and conducted.

Objective Three: To review, revise, and expand San Mateo County prehospital pediatric related policies, procedures protocols to include current pediatric assessment, treatment, and transportation modalities.

Activity	Evaluation Methodology	Resources Needed	Implementation Schedule	Proposed Outcome
3.1 Review and revise as needed all current pediatric-related policies, procedures and protocols following San Mateo County's Protocol Review Process.	San Mateo County's established process for protocol review will be adhered to in the review and revision of all current pediatric-related prehospital protocols.	EMSC Advisory Committee, EMS Project Coordinator, EMS Medical Director, Quality Leadership Council (QLC), Medical Advisory Committee (MAC)	August 2003 - December 2003 Implementation: January 2004	All pediatric-related EMS policies, procedures, and protocols will be reviewed and revised as needed.
3.2 Develop and implement a pediatric protocol addressing Apparent Life Threatening Events (ALTEs).	A prehospital protocol addressing the topic of ALTEs will be developed and implemented following the County's policy approval process.	EMSC Advisory Committee, EMS Project Coordinator, EMS Medical Director, Quality Leadership Council (QLC), Medical Advisory Committee (MAC)	August 2003 - December 2003 Implementation: January 2004	An approved ALTE Protocol will be implemented.
3.3 Develop and implement a pediatric protocol addressing Pain Assessment.	A prehospital protocol addressing the topic of Pediatric Pain Assessment and Management will be developed and implemented following the County's policy approval process.	EMSC Advisory Committee, EMS Project Coordinator, EMS Medical Director, Quality Leadership Council (QLC), Medical Advisory Committee (MAC)	August 2003 - December 2003 Implementation: January 2004	An approved Pediatric Pain Assessment Protocol will be implemented.

<p>3.4 Develop and implement a pediatric transport policy(s) specifically addressing the transport of critically ill/injured children and CSHCN.</p>	<p>A prehospital protocol addressing the topic of transport designation of critically ill/ injured children and CSHCN will be developed and implemented following the County's policy approval process.</p>	<p>EMSC Advisory Committee, EMS Project Coordinator, EMS Medical Director, Quality Leadership Council (QLC), Medical Advisory Committee (MAC)</p>	<p>September 2003 - June 2004</p>	<p>An approved policy(s) addressing the transport designation of critically ill /injured children and children with special health care needs (CSHCN) to TCs, PCCCs, and other specialty care centers will be implemented.</p>
<p>3.5 Develop and implement any additional pediatric policies, procedures and protocols as identified by the EMSC Advisory Committee or other appropriate EMS entities.</p>	<p>Any other pediatric policies that have been identified will be developed and implemented following the County's policy approval process.</p>	<p>EMSC Advisory Committee, EMS Project Coordinator, EMS Medical Director, Quality Leadership Council (QLC), Medical Advisory Committee (MAC)</p>	<p>September 2003 - December 2003 Implementation: January 2004</p>	<p>Any additional approved pediatric policies, procedures and protocols will be implemented.</p>
<p>3.6 Educate prehospital personnel in new and revised pediatric policies, procedures and protocols.</p>	<p>An appropriate method of educating prehospital personnel in new and revised pediatric policies will be determined and implemented.</p>	<p>EMSC Project Coordinator, EMS Clinical Coordinator, EMS Medical Director AMR Clinical Coordinator, JPA Field Supervisors</p>	<p>December 2003-January 2004</p>	<p>All prehospital personnel will be educated on new and revised pediatric policies, procedures, and protocols as they relate to their scope of practice.</p>

Project objectives and activities will be evaluated to determine if they have been successfully completed. The specific evaluation criteria (performance measures) that will be used are listed below.

Evaluations will be based primarily on the successful development and implementation of the proposed products. In addition, the Project will attempt to evaluate the outcomes and benefits of the Project's impact where possible and make appropriate revisions, as needed. The EMS data system should be fully functional by the time this Project begins and will be essential to its evaluation process.

The EMSC Project Coordinator will be responsible for the overall evaluation of the EMSC Project under the direction of the EMS Agency Administrator. The EMS Clinical Coordinator will be instrumental in assisting the Project Coordinator with the development of pediatric quality management program as it pertains to prehospital personnel and services. The EMSC Advisory Committee will also participate in the review and evaluation of the EMSC system. It is the intent of the San Mateo County EMSC Project to measure the success of each implemented objective to ensure that project's the stated goals and objectives have been achieved.

Objective One

To establish a mechanism for the on-going management, evaluation and quality improvement of the EMSC Program.

Activity 1.1 Begin the process of drafting an EMSC Program Plan. *This activity will continue throughout the course of the Project, as a final Plan will not be ready for implementation until the system updates and expansion are completed.*

Evaluation A first draft EMSC Plan will be submitted to the EMS Director.

Objective Two

To provide Pediatric Education for Prehospital Professionals (PEPP) training for San Mateo County paramedics

Activity 2.1 Determine the best means for PEPP trainings in San Mateo County.

Evaluation A method suited to provide PEPP trainings in San Mateo County will be

Activity 2.2 Coordinate and schedule a minimum of two PEPP courses.

Evaluation Two PEPP courses will be scheduled and conducted.

Activity 2.3 Coordinate and schedule one PEPP Instructors course.
Evaluation One PEPP Instructor courses will be scheduled and conducted.

Objective Three

To review, revise and expand San Mateo County Prehospital Pediatric Field Treatment protocols and polices to include pediatric assessment, treatment and transportation modalities.

Activity 3.1 Review and revise as needed all current pediatric-related policies following San Mateo County's Protocol Review Process.
Evaluation All pediatric-related policies, procedures, and protocols will be reviewed and revised as needed.

Activity 3.2 Develop and implement a pediatric protocol addressing Apparent Life Threatening Events (ALTEs).
Evaluation An approved ALTE Protocol will be implemented.

Activity 3.3 Develop and implement a pediatric protocol addressing Pain Assessment.
Evaluation An approved Pediatric Pain Assessment Protocol will be implemented.

Activity 3.4 Develop and implement a pediatric transport destination policy(s) addressing the transport of critically ill/injured children and CSHCN.
Evaluation An approved policy (s) addressing the transport destination of critically ill/injured children and CSHCN to TCs, PCCS and other recognized specialty care centers will be implemented.

Activity 3.5 Develop and implement any additional pediatric policies as identified by the EMSC Advisory --- -- other appropriate EMS entities.
Evaluation Any additional approved policies, procedures and protocols will be implemented.

Activity 3.6 Educate prehospital personnel in new and revised pediatric-related policies and procedures.
Evaluation All prehospital personnel will be educated on new and revised pediatric policies, procedures, and protocols as they relate to their scope of practice.

ATTACHMENT B

Section VII

Budget

Budget Categories	Total Block Grant Funds
Maintenance & Repairs ISD Support	1,000.00
Materials & Supplies	2,024.00
Professional Services (Consultants)	50,976.00
TOTAL	\$54,000.00

Budget Detail/Narrative

Maintenance and Repairs: \$1,000.00

One thousand dollars (\$1,000) is being requested to fund San Mateo County's Information Services Division (ISD) at the cost of \$100/hr x 10 hours to service and maintain the Project's computer.

Materials and Supplies: \$2,024.00

A total of \$2,024 is being requested to purchase a computer and computer programs for the Project Coordinator, as her current computer is not able to access the EMS System Database. Quoted costs are \$1,700 for a desk-top computer and \$324 for computer programs.

Professional Services: \$50,976.00

Project Coordinator:

San Mateo County has very limited staffing. A contracted consultant, who implemented San Mateo's first EMSC grants, has coordinated the EMSC Program for the past four years. Funding for her position has been limited this past three years to less than \$4,000/year. The availability of any further funding, during the 2003-2004 fiscal year, is at this time doubtful. In order to accomplish the stated goals and objectives of this Project, a request is being made for an EMSC Project Coordinator (0.4 FTE) position at the rate of \$50.00/hour with an additional amount of \$250 added to cover educational and travel expenses. Total salary for the contracted coordinator would be \$41,850.00. This position's contract will require approval from EMSA since it exceeds the amount allowed.

PEPP Course Coordinator:

An approved PEPP Course Coordinator is required by ACEP to coordinate all sanctioned PEPP courses. Funding for PEPP courses is based on a calculation of \$239/student x 36 students x 2 courses totaling \$8,604.00. These fees were based upon quotes received from an approved PEPP Course Coordinator. The course coordinator will be responsible for the registration process, supplying student manuals and any other pertinent course materials/equipment, and primary instruction of two PEPP courses.

PEPP Instructor Training Course Coordinator:

An approved PEPP Instructor Course Coordinator is required by ACEP to coordinate all sanctioned PEPP Instructor Training Courses. Funding for the PEPP Instructor Training Course Coordinator is less expensive and has been quoted at a rate of \$87/student x 6 students x 1 course totaling \$522.00. This is listed as two separate positions in the event that necessitates contracting with a different coordinator for this course. The course coordinator will be responsible for the registration process, purchasing student manuals and any other pertinent course materials/equipment and primary instruction of one PEPP Instructor Training Course.