

AGREEMENT NUMBER 7CA00532
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME  
 Department of Forestry and Fire Protection  
 CONTRACTOR'S NAME  
 Emergency Medical Services Authority
- The term of this Agreement is: Upon Approval through April 1, 2010
- The maximum amount of this Agreement is: \$ 350,000.00 Three Hundred and Fifty Thousand dollars and 00/100
- 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	1 Page
Attachment 1, Detailed Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment	1 Page
Attachment 1, Payment Detail	1 Page
Exhibit C* – General Terms and Conditions	GIA 101
<input checked="" type="checkbox"/> Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	2 Pages
Exhibit E – Additional Provisions	1 Page

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](http://www.ols.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>		California <b>Department of General Services Use Only</b>  <div style="border: 1px solid black; padding: 5px; text-align: center;">           APPROVED             JUN 15 2009             DEPT OF GENERAL SERVICES         </div> 
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Emergency Medical Services Authority		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	5/21/09	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Steven Tharratt, MD, Director		
ADDRESS		
1930 9th Street, Sacramento, CA 95811		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
Department of Forestry and Fire Protection		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	5/27/09	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ken Pimlott, Deputy Director, Chief of Fire Protection		
ADDRESS		
PO BOX 944246, Sacramento CA 94244-2460		
<input type="checkbox"/> Exempt per _____		

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to Department of Forestry and Fire Protection (CAL FIRE) emergency medical services as described herein:

Contractor is to provide medical personnel and equipment through the California Medical Assistance Team (CAL MAT), as requested by CAL FIRE in response to an emergency incident. Contractor is the primary contact and coordination point for activating services provided by CAL MAT.

2. The services shall be performed at the incident base camp as requested by CAL FIRE.
3. The services shall be provided on a call when needed basis.
4. The project representatives during the term of this agreement will be:

State Agency: Department of Forestry and Fire Protection Deputy Chief: Cooperative Fire Program	Contractor: California Emergency Services Medical Authority Disaster Medical Services Deputy Chief:
Name: Tim Crum	Name: Lisa Schoenthal or successor
Phone: (916) 653-8362	Phone: 916-322-4336
Fax: (916) 653-9708	Fax: 916-323-4898
E-Mail: Tim.Crum@fire.ca.gov	E-Mail: Lisa.Schoenthal@emsa.ca.gov

Direct all inquiries to:

State Agency: Department of Forestry and Fire Protection	Contractor: California Emergency Services Medical Authority Disaster Medical Services
Section/Unit: Contracts Unit	Section/Unit: Response Personnel Program
Attention: Justin Johnson	Attention: Anne.Bybee, or successor
Address: PO BOX 944246 Sacramento CA, 94244	Address: 1930 9th Street, Sacramento, Ca. 95814
Phone: (916) 445-9496	Phone: 916-322-4336
Fax: (916) 653-9708	Fax: 916-323-4898
E-mail: Justin.johnson@fire.ca.gov	E-Mail: Anne.Bybee@EMSA.CA.GOV

5. Contractor Agrees to provide services in the manner specified herein and as detailed in Attachment 1, titled, "Attachment I-Detailed Scope of Work."

**EXHIBIT B**  
**(Standard Agreement)**

**I. DETAILED SCOPE OF WORK:**

**A. EMSA**

1. EMSA will activate CAL-MAT teams. CAL-MAT will ensure that personnel will arrange for their own transportation [available to respond within 10 hours of receiving an activation notice via CAL FIRE and confirmation notice from EMSA] to the incident base camp, and will come with all necessary personal gear, medical equipment, supplies, and pharmaceuticals to be self-sufficient for a period of 72-hours. CAL-MAT will provide medical care to incident related individuals as requested by CAL FIRE and under the direction of the Incident Command's Medical Unit Leader. CAL-MAT will submit confidential medical and patient care records in a sealed envelope to the Medical Unit Leader, or the Logistics Section Chief, if the Medical Unit Leader is unavailable, prior to release and departing the incident base camp.
2. EMSA is the primary contact and coordination point for activating services provided by CAL-MAT. As such, EMSA will ensure that all activities and services provided by CAL-MAT are in accordance with the rules and regulations regarding the application of medical services as authorized by EMSA
3. CAL-MAT, for the purposes of this agreement, is a group of professional and paraprofessional medical personnel (supported by a cadre of logistical and administrative staff) designed to provide basic, advanced, and full emergency medical care during a disaster or other emergency event.
4. EMSA agrees to ensure that CAL-MAT shall provide appropriate personnel and equipment as specified by CAL FIRE through direct request, or California Emergency Management Agency (Cal EMA) Mission Tasking, and with confirmation notice from EMSA.
5. An EMSA requested CAL-MAT deployment will consist of an initial minimum of five personnel. This five-member ALS team will be comprised of medical professionals such as one advanced practitioner – Medical Doctor (MD), Physician Assistant (PA) or Nurse Practitioner (NP) – one Registered Nurse (RN), one Paramedic (EMT-P), one Emergency Medical Technician (EMT), and two additional Advanced Life Support (ALS) providers (e.g., RN, EMT-P) who shall practice within scope of practice law. If a Medical Doctor is not on-site, then one will be available by phone for the on-site advanced practitioner. CAL-MAT medical personnel may be added or subtracted at the request of the CAL FIRE as the incident dictates or escalates. CAL-MAT, with EMSA oversight, is responsible for scheduling the rotation of personnel necessary to maintain the level of service requested by the CAL FIRE.
6. The above services are to be provided on a Call-When-Needed (CWN) basis. CAL FIRE makes no commitment as to when, or if, these professional services will be requested. Upon a request initiated by CAL FIRE, EMSA agrees to furnish at least an initial minimum deployment as specified in #5 above. A request for additional personnel beyond the initial deployment level within 30 days of demobilization will be subject to personnel and cache availability and prior tasking for other concurrent emergencies as specified by the California Emergency Management Agency, local entities, etc
7. EMSA will coordinate with CAL-MAT for resources for CAL-MAT personnel to be self-sufficient for the first 72-hour period of response for personal shelter and for ALS medical response.
8. EMSA will dispatch the requested CAL-MAT resource to the incident check-in with instructions to report to the incident command Medical Unit Leader (MUL), or in the MUL's absence, the Logistics Section Chief, at the incident base camp for mission assignments.

**EXHIBIT B**  
**(Standard Agreement)**

**B. CAL FIRE**

1. CAL FIRE will provide any fire emergency related Personal Protective Equipment (PPE) needed by CAL-MAT or EMSA personnel.
2. CAL FIRE may provide care, feeding, service, and supply needs of CAL-MAT and EMSA personnel prior to the 72-hour self-sufficient period and will be responsible for these needs after the 72-hour self-sufficient period.
3. The incident command Medical Unit Leader or Logistics Section Chief will act as logistic support as well as operational command for CAL-MAT for the duration of the incident.
4. CAL FIRE will restock and replace medical supplies and equipment for the duration of the incident and will restock and replace all used medical supplies and expendable equipment at the end of the incident. The exception to the timing of this is the last incident of the fire season. CAL FIRE will fund the refurbishment of supplies/equipment/pharmaceuticals from the last incident of the previous fire season after the initial response in the next season. The cost of this refurbishment will be invoiced with the first response invoice of the new season. If prescription drugs are required during the response, CAL-MAT will either provide a prescription to the incident logistical support unit for filling and direct payment by CAL FIRE through a local pharmacy; or, CAL-MAT will work directly with the local pharmaceutical provider and include those itemized costs on the CAL-MAT detailed billings as described in Exhibit B.
5. CAL FIRE will also repair or replace any non-expendable medical equipment that is damaged during and due to emergency use on the event. Repair or replacement of non-expendable equipment will be completed within 6-8 weeks of CAL-MAT's release from the incident.
6. CAL FIRE will evaluate the appropriateness of an Administrative, Training, and Supply (ATS) Deployment on an annual basis. CAL FIRE will notify EMSA and CAL-MAT in writing, no later than March 1st of each year, of CAL FIRE's determination of the need for an ATS Deployment.
7. This agreement is subject to governmental appropriation of funds available for payment of emergency or fire suppression activities and services of the type enumerated herein.

**II. Ordering Procedure**

1. The dispatching office of the CAL FIRE will place orders for CAL-MAT response to EMSA. CAL FIRE will confirm the request for CAL-MAT response through the EMSA's Duty Officer via 24-hour pager service at (916) 553-3470 or Lisa Schoenthal's pager (916) 553-3465 or Jeff Rubin's pager, 916-553-3301.
2. At the time of request for CAL-MAT, CAL FIRE will provide an Order Number and Request Number(s) to the EMSA. EMSA will ensure that CAL-MAT must provide these numbers to the incident check-in recorder upon arrival at the incident.
3. EMSA shall NOT respond to any CAL-MAT deployment to an incident without an Order Number and a Request Number(s).

**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 rates specified in Attachment 1-Payment Detail, which is attached hereto and made a part of this Agreement.
- B. In addition to the agreement number, invoices shall include the date, location, type of service, and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Forestry and Fire Protection  
Attention: Cooperative Fire-State and Federal Program  
P.O. Box 944246  
Sacramento, CA 94244-2460

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.

In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period.

**EXHIBIT B  
ATTACHMENT 1  
(Payment Detail)**

**1. Payment For Services**

- A. EMSA will bill CAL FIRE for all costs associated with the services provided to CAL FIRE.
- B. EMSA will allow CAL FIRE to pay directly to CAL-MAT for all costs incurred, including, but not limited to, the following:
  - i. Payroll
  - ii. Travel
  - iii. Per Diem
  - iv. Supplies and Equipment
  - v. Administrative Costs (12%)
- C. Payroll, Travel, Per Diem and Administrative Costs will be billed at a flat rate of \$7,140.00/day. If CAL-MAT staff increases or reductions are implemented, payroll costs will be adjusted by the prevailing pay scales for like employees. Travel and Per Diem expenses must not exceed prevailing state rate.
- D. Each CAL-MAT employee will remain on site while assigned to the incident and will be paid portal-to-portal from the time of departure to the time of return.
- E. Separate invoices for each incident shall be provided accompanied by the supporting details. Invoices shall be submitted as soon as possible, but no later than 3 months after CAL-MAT release from the incident.
- F. CAL FIRE will provide actual travel costs for one trip for each individual from the EMSA Response Station nearest to their home to the incident location and return. Travel costs for more than one trip per individual will only be provided for work-periods in excess of seven days.

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **Excise Tax**

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

2. **Settlement of Disputes**

In the event of a dispute, within ten (10) days of discovery of the problem contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection  
Attention: Contracts Manager  
P.O. Box 944246  
Sacramento, CA 94244-2460

Within ten (10) days of CAL FIRE receiving contractor's notice, the contracts manager or designee shall advise contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or 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. **Right to Terminate**

CAL FIRE reserves the right to terminate this agreement without cause, subject to thirty (30) days written notice to the Contractor. Similarly, the contractor may terminate this agreement without cause or fault with thirty (30) days prior written notification.

4. **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.

5. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**EXHIBIT D**  
**(Standard Agreement)**

6. **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.

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: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

8. **Contractor Name Change**

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. Property Accounting**

All property provided by EMSA through CAL-MAT and by CAL FIRE for the purpose of providing medical and fire protection services shall be marked and accounted for by the CAL-MAT and CAL FIRE in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

**2. Notices**

Notices required or permitted under this agreement shall be sent through U.S. Postal Service by certified mail. Notice shall be considered given upon deposit. Addresses for any such notices shall be:

For CAL FIRE:  
California Department of Forestry  
and Fire Protection  
Attn: Cooperative Fire  
State and Federal Program  
P.O. Box 944246  
Sacramento, CA 94244-2460

For EMSA:  
Emergency Medical Services Authority  
Attn: Lisa Schoenthal  
Disaster Medical Services Deputy Chief:  
1930 Ninth Street,  
Sacramento, Ca. 95814

Either party may make a change of address in writing at any time.

**3. Insurance**

EMSA will provide CAL-MAT proof of insurance to CAL FIRE. If CAL-MAT is insured and/or self-insured in whole or in part for any losses, CAL-MAT shall provide a certificate of insurance, executed by a duly authorized officer of CAL-MAT. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided and shall notify CAL FIRE of any cancellation and change of coverage.

**4. Workers' Compensation**

Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

EMSA will provide CAL FIRE with proof of CAL-MAT Worker's Compensation coverage and to notify CAL FIRE of any cancellation and change of coverage.

**5. Contract Amendment**

CAL FIRE may add or delete equipment or services as needed during the term of this agreement, at which time, parties agree to reach an amicable cost apportionment and amend the contract accordingly.