



# **EMSA POLICY FOR FUNDING REGIONAL DISASTER MEDICAL HEALTH SPECIALIST (RDMHS)**

**Emergency Medical Services Authority  
California Health and Human Services Agency**

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# **FUNDING OF REGIONAL DISASTER MEDICAL HEALTH SPECIALIST (RDMHS) WITH STATE GENERAL FUNDS**

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# **Chapter 1 - Purpose and General Funding Policies**

## **1.1 Introduction**

This document has been prepared to inform the Local Emergency Medical Services Agency (LEMSA) and the Regional Disaster Medical Health Specialist (RDMHS) of the program contracting requirements and allocation methodology used. This document will assist the Contractor with the preparation of their application and contract management and reporting policies required as a condition for participating in the RDMHS program.

The Regional Disaster Medical Health Coordinator (RDMHC) represents the policy interests of the region and state as they relate to medical and health mutual aid and the development of a regional response system for the various Operational Areas within the mutual aid region. The RDMHC is a volunteer, non-paid position.

The RDMHS will be selected through an interview process conducted by the LEMSA and/or the RDMHC in conjunction with California Emergency Medical Services Authority (EMS Authority). If the LEMSA and/or the RDMHC have concerns pertaining to the RDMHS's job performance or are considering removing the RDMHS from their assigned role, they are to notify both CDPH and EMSA in writing before initiating any permanent actions.

The RDMHS assists in the development of a coordinated regional disaster medical and health response system. As such, the RDMHS will work with the RDMHC and receive policy guidance and direction from the RDMHC concerning regional issues. The RDMHS will also receive, as a regional representative of the State, policy guidance and direction from the EMS Authority in coordination and cooperation with the California Department of Public Health (CDPH). Where an RDMHC does not exist in a given region, the RDMHS will coordinate the policy interests of the region.

The EMS Authority in coordination and cooperation with CDPH and the LEMSA shall resolve policy conflicts between the RDMHC and RDMHS.

## **1.2 Background of the RDMHS**

The RDMHS concept was developed beginning in 1995 to provide staff support to the RDMHC. The purpose of the program was to improve the provision of medical and health emergency response within the mutual aid regions.

Original funding for the program was through the Federal Prevention 2000 Block Grant program. During program development, three mutual aid regions were given funding to support one (1) FTE while the other three regions were given funds at approximately a one-half (½) FTE to offset personnel costs to the

LEMASAs.

For FY 2000, a budget change proposal (BCP) was submitted to the State to provide State funding to support the RDMHS system through continued funding of the RDMHS program to be administered through the EMS Authority. Under the BCP, State General Funds would be made available through Local Assistance Contracts to a LEMSA within each of the six mutual aid regions to fund and support the RDMHS.

In FY 04/05, an Interagency Agreement (IA) between the EMS Authority and CDPH was established to share the expense of funding six full-time RDMHS positions. The EMS Authority and CDPH share the cost program approximately equally. The IA is a multi-year agreement that is amended annually to reflect new funding levels.

### **1.3 Description of the RDMHS**

The RDMHS is a staff person in a LEMSA where that agency has agreed to manage the regional medical and health mutual aid and emergency disaster response system for the OES Mutual Aid Region. The RDMHS Duty Statement is attached (Attachment E).

The EMS Authority contracts with the LEMSA to provide RDMHS functions to the region. The functions of the RDMHS are to manage and improve the regional medical and health mutual aid and mutual cooperation systems; coordinate medical and health resources; support development of the Operational Area Medical and Health Disaster Response System; and, support the State medical and health response system through the development of information and emergency management systems.

### **1.4 Description of the RDMHC**

The RDMHC is defined in the California Health and Safety Code §1797.152. The RDMHC Duty Statement is attached (Attachment F).

The Director of the EMS Authority and the Director of the CDPH dually appoint the RDMHC upon nomination by a majority vote of the Health Officers within a mutual aid region. The RDMHC is chosen from among “a county health officer, a county coordinator of emergency services, an administrator of a local EMS agency, or a medical director of a local EMS agency”.

As stated in the California Health and Safety Code, at the request of the state, the RDMHC “may coordinate” the acquisition of medical and health mutual aid resources within unaffected mutual aid regions in support of a State response to a major disaster resulting in a proclamation by the Governor.

The RDMHC “may develop plans for the provision of medical or public health mutual aid among the counties in the region”.

## **1.5 Relationship between the RDMHC and RDMHS**

The RDMHC is a volunteer position within the regional structure who is responsible for policy development either in medical and health and/or in disaster management. By nomination and appointment, the RDMHC represents the policy interests of the applicable mutual aid region. The RDMHS is an employee of a LEMSA obligated by contract with the State EMS Authority to perform certain disaster-related medical and health functions within a given mutual aid region.

Location – Because of the complementary nature of the duties performed by the RDMHC and the RDMHS, it is the policy of the EMS Authority that, under normal circumstances, the RDMHS will be located in the LEMSA of the county in which the RDMHC resides. Under certain circumstances, the RDMHS may be in a LEMSA of another county within the applicable mutual aid region, if:

- The LEMSA in the county where the RDMHC resides is unwilling or unable to contract with the EMS Authority to assume the RDMHS functions, or
- A new RDMHC is appointed from a county within the mutual aid region who does not reside in the county under contract to the EMS Authority to provide RDMHS functions during the period that the EMS Authority has established an “intent to commit” with the county providing RDMHS functions; or,
- A region chooses not to fill the RDMHC position.

## **1.6 Funding Eligibility**

Any LEMSA within a mutual aid region may apply for funding to provide RDMHS functions. Once a contract is awarded, a LEMSA can choose to request annually their positions for a period of up to five years from the original awarding of a contract. Applications from other LEMSAs will not be considered during this five-year period unless the LEMSA opts not to continue their contract for any given fiscal year, and then another LEMSA may apply.

Applications must meet the requirements of the EMS Authority’s procedures as stated in *EMSA #115 “EMSA Policy for Funding Regional Disaster Medical Health Specialist”*

## **1.7 Commitment of State Funds**

The EMS Authority cannot legally obligate State General Funds or joint funds from CDPH for more than a one-year period, beginning July 1 and ending June 30 of each State Fiscal Year.

If the Budget Act of the current year and/or any subsequent years covered under

this contract does not appropriate sufficient funds for the program, the contract 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 the Contract and the contractor shall not be obligated to perform any provisions of the contract.

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 the Contract with no liability occurring to the State, or offer a Contract Amendment to the LEMSA to reflect the reduced amount. The contract is also subject to any restrictions, limitations, or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

In appreciation of hiring practices for long-term employees, the EMS Authority will, upon the initial awarding of a contract, enter into an **informal** "intent to commit" agreement, contingent upon the availability of appropriate State General Funds, with the contractor to maintain the RDMHS grant with the contracting LEMSA for a period of not less than five years as long as the contractor continues to satisfactorily meet the objectives of the RDMHS contract during that period.

Following the five-year period, the EMS Authority can accept applications from any LEMSA within the mutual aid region wishing to undertake the functions of the RDMHS.

## **1.8 Funding Amount**

The RDMHS positions are funded with State General Funds provided by the EMS Authority and Federal grant funds received through the Inter Agency Agreement with CDPH.

## **1.9 Funding Restrictions and Exclusions**

Funds shall be spent in accordance with the Budget Categories listed in the Budget Detail/Narrative (Attachment B) as contained in the contract and approved by the EMS Authority.



## **Chapter 2 - Application Preparation and Process**

### **2.1 Application Process**

Every two years or as needed, the contracting LEMSAs are asked to review the Scope of Work. If the contracting LEMSA agrees with the tasks/responsibilities described in the SOW, the LEMSA is asked to submit an updated Introduction, Budget Summary and Budget Detail/Narrative to the Contracts Manager. The contract requires the following documentation from the LEMSA:

- Introduction (background and information on your region)
- Scope of Work
- Tasks/Responsibilities
- Budget
  - Budget Categories
  - Budget Detail/Narrative

### **2.2 Introduction**

The contracting LEMSA is required to submit an introduction of their region or any changes to their previous introduction. An electronic copy must be forwarded to the Contracts Manager along with their Budget documents.

### **2.3 Scope of Work**

The EMS Authority evaluates and revises the Scope of Work for the RDMHS contracts every two years.

### **2.4 Budget**

For each fiscal year the contracting LEMSA must submit a Budget Summary and Budget Detail/Narrative. The proposed budget must show by line-item the proposed costs and resources to be used in support of the RDMHS. A sample copy of the Budget Summary (Attachment A) and Budget Detail/Narrative (Attachment B) forms are attached. The LEMSA must submit an electronic copy of the Budget Summary and Budget Detail/Narrative to the Contracts Manager.

### **2.5 Contract Approval Process**

Upon receipt of the Introduction, Budget Summary and Budget Detail/Narrative, the EMS Authority's Contracts Manager will prepare the contract. The Standard Agreement (Std. 213), along with two (2) additional Std. 213s will be sent to the LEMSA for signature (all three Standard 213s require original signatures). When the contract has been signed, it is to be returned to the EMS Authority for signature. Once the EMS Authority has signed the contract, it is then forwarded to the Department of General Services/ Legal Division for review and approval.

## **Chapter 3 - Allowable Costs**

### **3.1 General**

This chapter sets forth basic principles for determining allowable costs. The application of these principles is based on the following premises:

- Costs must be compatible with the applicable State requirements as stated in the State Contracting Manual, examples of which are shown in this Chapter;
- Each LEMSA is responsible for efficient and effective administration of the system through the application of sound management practices;
- Costs are consistent with the underlying agreements and program tasks;
- Only those budgeted costs identified in the contract and which appear in the accounting records and are supported by proper source documentation will be approved; and,
- Travel costs should be associated with meetings, etc. as defined in the SOW and should not include travel for any non-approved activities.

**State general funds are provided on a reimbursement basis after the expense has been incurred and upon submission of a reimbursement claim.**

Costs incurred under one State contract shall not be shifted to another State contract.

### **3.2 Eligibility Requirements**

All budgeted costs must meet the following criteria:

- Be necessary and reasonable for proper and efficient administration of the program.
- Be permissible under state and local laws and regulations and conform to any limitations or exclusions set forth in these principles.
- Not be allocable to, or included as a cost of, any other state or federally financed program.
- Be reduced by any “applicable credits”, such as purchase discounts, rebates, allowances, overpayments, or erroneous charges.
- Not result in a profit or other increment to the RDMHS or its sponsor(s).
- Be incurred on or after the effective date of the contract and on or before the last day of the contract termination date.

### **3.3 Administrative/Indirect Costs**

Each LEMSA receiving State General Fund assistance will be allowed to claim a maximum of 10% Administrative/Indirect Cost. Administrative/Indirect Cost will be 10% of the total direct costs. Each LEMSA claiming 10%

Administrative/Indirect Costs will be required to **list all items included in the Administrative/Indirect Cost line item.**

### **3.4 Typical Allowable Costs**

This section contains an alphabetical list of typical costs that are generally eligible for reimbursement. As a general rule, costs are allowable to the extent that they are not already provided for by the federal government or from some other funding source. This list is not meant to be all inclusive. **All allowable costs must be explained in the budget detail/narrative.** Specific information concerning allowable costs may be obtained by contacting the Program Manager at the EMS Authority.

#### **Accounting**

The cost of establishing and maintaining accounting systems required for the management of a contract is allowable. The cost of preparing payroll and maintaining necessary related wage records is allowable.

Costs for the recruitment, examination, certification, classification, training, establishment of pay standards (if applicable), and related activities for the contract is allowable.

#### **Advertising**

Advertising costs for the recruitment of personnel required for the contract, solicitation of bids for the procurement of services required, or other purposes specifically provided for in the contract agreement are allowable.

#### **Budgeting**

Costs incurred for the development, preparation, presentation, and execution of the application budget are allowable.

#### **Communications**

Communication costs incurred for telephone calls, mail, messenger service, and similar expenses are allowable.

#### **Employee Benefits**

Employee benefits in the form of regular compensation paid to employees during periods of authorized absences from the job such as vacations, sick leave, court leave, military leave, and similar absences are allowable provided they are pursuant to an approved leave system. Employee benefits in the form of employer's contributions to social security, life and health insurance plans, unemployment insurance coverage, workmen's compensation insurance,

pension plans, severance pay, and the like are also allowable.

The total employee benefits may not exceed 37% of salaries.

Example:	Retirement	12.65%
	Health	8.65%
	Workers Comp.	3.74%
	OASDI	7.20%
	Dental	1.52%
	Life Insurance	3.24%
Total		37.00%

### **Employee Salaries**

Employee salaries for services rendered during the period of performance under the contract agreement are allowable provided that the cost for individual employee is reasonable for the services rendered. Identify the monthly, weekly, or hourly rates, and personnel classifications together with the percentage of personnel time to be charged to the contract.

### **Equipment**

Equipment is defined as **one item costing \$5,000 or more**. All equipment meeting this definition and purchased with State General Fund monies must be reported to the EMS Authority.

The LEMSA will maintain an inventory record for each piece of non-expendable equipment purchased with funds provided under the terms of the contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment.

**Note: All equipment purchased with funds received through this contract will become the property of the State of California and must be tracked and accounted for and disposed of in accordance with State guidelines.**

### **Legal Expenses**

Legal expenses required in the administration of the LEMSA are allowable. Legal expenses for the prosecution of claims against the applicant agency, the State, or the Federal Government are not allowable.

### **Maintenance and Repairs**

The costs for utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, necessary maintenance, normal repairs are allowable to the

extent they:

- keep property (including federal property, unless otherwise provided for) in an efficient operating condition
- do not add to the permanent value of property or appreciably prolong its intended life, and
- are not otherwise included in rental or other charges for space.

### **Materials and Supplies**

The cost of necessary materials and supplies is allowable. Purchases should be charged at their actual cost after deducting all cash discounts, trade discounts, rebates, and allowances received. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied.

Items of equipment with an acquisition cost of less than \$5,000 are considered to be supplies for billing purposes and are allowable. However, all computer components, and other durable items such as copy machines, furniture, etc., purchased with funds received through this contract will become the property of the State of California and will need to be accounted for and tracked. Such items **may not** be transferred for use by another department of local government or be disposed of without written approval of the EMS Authority.

### **Memberships, Subscriptions, and Professional Activities**

The cost of membership in civic, business, technical and professional organizations is allowable when there is a direct benefit to the RDMHS operations.

The costs of meeting and conference rooms are allowable only when directly related to the administration of the RDMHS and the expenditure is identified in the budget.

The costs of books and subscriptions to business, professional and technical periodicals are allowable when they are directly related to the administration of the RDMHS.

### **Motor Pools**

The cost for the provision of a county automobile for use directly for the RDMHS by the applicant agency at a mileage or fixed rate, including vehicle maintenance inspection and repair service, is allowable.

## **Printing and Reproduction**

The costs of necessary printing and reproduction services directly for the project, including forms, reports, manuals, and similar informational literature, are allowable.

## **Professional Services (Consultants)**

The costs for professional services (consultants) rendered by individuals or organizations not a part of the agency are allowable when reasonable in relation to the services rendered. **All subcontracts exceeding \$2,500 must have advance approval by the EMS Authority.** All expenses incurred by the consultant shall be included in the Contractual Line Item and shall not be made a part of any other line item in any of the budget pages.

## **Space (Rental or Lease)**

Rental reimbursement item(s) should specify the unit rate, such as the rate per square foot. The cost of space in privately or publicly owned buildings used specifically for the benefit of the contract is allowable and subject to the following conditions:

- the total cost of space whether in a privately or publicly owned building, may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality
- the cost of space procured for the contract may not be charged for periods of non-occupancy
- maintenance and operation - the cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds and normal repairs are allowable to the extent they are not otherwise included in rental or other charges for space
- costs incurred for rearrangement and alteration of facilities are not allowable.

## **Training**

The costs for in-service training provided for employee development that directly benefit the project is allowable.

## **Travel**

All traveling expense and per diem reimbursement shall be set in accordance with the rates of the California Department of Human Resources (Cal HR) previously the Department of Personnel Administration.

Travel costs are allowable for transportation, lodging, subsistence, and related

items incurred by agency employees who are traveling on official business directly related to the administration of the multi-county EMS agency.

Transportation expenses consist of the charges for commercial carrier fares; private car mileage allowances; overnight and day parking; bridge and road tolls; necessary bus or taxi fares; and all other charges essential to transport the individual between their headquarters and the location of the directly related official business.

Reimbursement may be requested for actual transportation expenses by public carrier in connection with services rendered for the contract and actual transportation costs for a personal car while away from the individual's headquarters.

Claims for transportation by scheduled airlines are allowed at the lowest fare available in conformity with the regular published tariffs for scheduled airlines in effect on the date of origination of the flight. Parking, toll bridge expenses, etc., are permissible if in conformance with the Cal HR regulations.

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

### **Short-Term Travel Reimbursement for All Excluded and Represented Employees**

This document is an overview of the Travel Reimbursement Program for exempt, excluded, and represented State employees who incur expenses for travel and/or transportation to conduct State business. It's based on Cal HR Travel Rules, policy memos, and current bargaining unit agreements.

**Always verify reimbursement information by checking the appropriate Memorandum of Understanding and/or the Cal HR Travel Rules.**

#### **Method of Travel**

Each State agency is responsible for determining the necessity for and method of travel. Once it is determined that travel is necessary, reimbursement is governed by the terms of the current Memorandum of Understanding and/or the applicable Government Code sections and Cal HR Rules.

Reimbursement for transportation expenses will be based on the method of transportation that is in the best interest of the State, considering both direct expense and the employee's time. If an employee chooses and is authorized to use a method of transportation that is;

- not the least costly

- not the typical method of getting from one location to the other
- not "in the best interest of the State," a cost comparison will be prepared and the employee shall be reimbursed only the amount that would have been reimbursed had the employee traveled using the least costly method.

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

For the current reimbursement rates please see the Travel Reimbursements page of the Cal HR located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

#### **First day of travel**

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

#### **Continuing after 24 hours**

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

#### **Fractional day of travel**

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

Trip begins at or before 6 am	breakfast may be claimed
Trip ends at or after 7 pm	dinner may be claimed

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

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

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

### **Lodging Reimbursement**

#### **Short-Term Travel**



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

For the current reimbursement rates please see the Travel Reimbursements page of the Cal HR located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

### **State-Sponsored Conference, etc.**

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

For the most current reimbursement rates please see the Travel Reimbursements page of the Cal HR located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

### **Non-State-Sponsored Conference**

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

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

Any limitations on lodging are placed by the appointing authority when approving travel.

Lodging and meals may otherwise be claimed as follows (applies to all State employees):

#### With a lodging receipt

Actual cost of lodging; actual meals and incidentals, based on appropriate timeframes

#### Without a lodging receipt

No lodging reimbursement; actual meals and incidentals based on appropriate timeframe

## **Personal Vehicle Mileage Reimbursement**

These rates apply to travel on or after the effective dates of the memorandum of understanding or the Cal HR travel rules. If an employee claims reimbursement for travel before that date, the old reimbursement rates apply.

Employees must have advance approval to drive a personal vehicle on State business. For the most current reimbursement rates please see the Travel Reimbursements page of the Cal HR located at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

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

Mileage covers gasoline, the cost of maintenance (oil, lube, and routine maintenance), insurance (liability, damage, comprehensive and collision coverage), licensing and registration, depreciation, and all other costs associated with operation of the vehicle.

## **Contractors**

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

## **Out-of-state Travel**

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

### **3.6 Unallowable Costs**

The following are costs that are not eligible for reimbursement under the State General Fund. This is not meant to be an all-inclusive list. Specific information concerning these or other allowable costs may be obtained by contacting the Contracts Manager at the EMS Authority.

## **Accounting**

The cost of maintaining central accounting records required for overall state or local government purposes, such as appropriation and fund accounts by the treasurer, controller, or similar officials is considered to be a general expense of government, and is not allowable except to the extent, if any, that acceptance of

the contract directly increases the administration of the LEMSA.

### **Alcoholic Beverages**

Costs of alcoholic beverages are not allowable.

### **Audits (General)**

Expenses for general audits that a LEMSA or county is required to perform that are not related directly to the administration of the RDMHS are not allowable.

### **Bad Debts**

Losses arising from uncollectible accounts and other claims, and related costs are not allowable.

### **Contingencies**

Contributions to a contingency reserve or any similar provision, excluding insurance costs for unforeseen events are not allowable.

### **Contributions and Donations**

Contributions and donations, including cash, property, and services, by governmental units to others, regardless of the recipient, are not allowable.

### **Entertainment**

Costs for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are not allowable.

### **Fines and Penalties**

Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations are not allowable.

### **Food and Beverage**

Costs for food and beverages for meetings and conferences are not allowable.

### **Fund Raising and Investment Management Costs**

Costs for organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are not allowable.

## **General Government Expense**

The salaries and expenses of the office of the Governor or the chief executive of a political subdivision are not allowable.

## **Honoraria**

Honoraria for guest speakers are not allowable.

## **Interest**

Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, however represented, are not allowable.

## **Investment Costs**

Costs for investment counsel and staff and similar expenses incurred to enhance income from investments are not allowable.

## **Legislative Expense**

Salaries and other expenses of State Legislatures or similar local governmental bodies such as county supervisors, city council, school boards, etc., are not allowable.

## **Travel**

Travel and all related expenses when travel is not State required/approved is not allowable.

## **Chapter 4 - Implementation and Control of Approved Contracts**

### **4.1 Effective Date**

The Standard Agreement will show an effective date of the contract. Claims for reimbursement may be made only for funds expended subsequent to that date. No reimbursement will be provided for expenses incurred prior to the effective date or beyond the contract period.

### **4.2 Contract Amendments**

LEMAs may make minor adjustments in the budget without prior authorizations; however, the amount of total adjustments cannot exceed \$2,000 for the period of the contract, and the total budget authorized cannot be exceeded.

Budget Amendments exceeding \$2,000 requires a written request **at least 30 days** prior to the effective date of the change(s) with an explanation of the need, a revised budget summary, and a budget detail/narrative that specifically identifies all the line item(s) changes. **The EMS Authority and DGS Legal** must approve such revisions in writing **prior** to their implementation.

**NOTE: Under no circumstance will the contract be amended after the termination date.**

### **4.3 EMS Authority Responsibility**

The EMS Authority has the responsibility and authority to review and evaluate the activities paid for under each contract as deemed necessary. Such review and evaluation will be made for the purpose of assisting the LEMSA to understand and comply with the program requirements and to gain maximum benefits from the funds expended.

The EMS Authority has the responsibility to cancel any funding that is not being implemented in accordance with applicable federal and State laws, or when not in compliance with the terms of the signed Standard Agreement.

Any questions regarding the contract, including but not limited to; Budget Revisions, Invoices, and Reports, shall be directed to the attention of the Contracts Manager for the EMS Authority.

### **4.4 Withholding, Termination and/or Denial of General Funds**

The EMS Authority may terminate or reduce funding if a review by the EMS Authority indicates that the contract terms are not being administered in accordance with the procedures established in this document, or pursuant to the terms of the signed contract. A contract may be terminated at any time for breach, and the EMS Authority may also terminate the contract unilaterally and without cause upon thirty (30) working days written notice to the Contractor.

Payment for allowable costs up to the date of termination will be subject to negotiation. The contract may be canceled at any time by either party, by giving thirty (30) days advance written notice to the other party.

A LEMSA may appeal a decision by the EMS Authority to terminate a contract. The LEMSA must file with the EMS Authority a full and complete written statement specifying the grounds for the appeal within thirty (30) days of notification to terminate. The Director will review all information submitted with regards to the appeal and render a written decision regarding the appeal within thirty (30) working days. The decision of the Director of the EMS Authority shall be final.

#### **4.5 Termination Requested by the Contractor**

Upon written request of the contractor and prior review by the EMS Authority, a contract may be terminated without prejudice when the contractor finds it is unable to continue for justified reasons beyond its control. In such circumstances, the maximum reimbursement of claimed costs to the date of termination is limited to the negotiated amount determined to be allowable by a review of the expenditure records.

#### **4.6 Close out of Contracts**

Approximately **thirty (30) days prior to the end of the contract** with the LEMSA, the EMS Authority Contracts Manager will notify the EMS Administrator. This constitutes a reminder of the final date of the contract and the due date of the final report and final claim.

#### **4.7 Funding Availability**

If during the term of the contract award, State funds become reduced or eliminated, the EMS Authority may immediately terminate or reduce the contract award upon written notice to the LEMSA.

## **Chapter 5 - Fiscal Requirements**

### **5.1 General**

It is the LEMSAs responsibility to ensure that all costs of the contract are entered into the agency's accounting system, and that procedures are established and source documents developed that will reliably account for the funds expended.

The applicant agency is required to maintain detailed source documents covering all costs charged to the contract. These documents provide the source of entries into the accounting records and support costs reported on each reimbursement claim presented to the EMS Authority.

The LEMSA is required to adhere to established standards and requirements governing the utilization and disposition of property (equipment) acquired wholly or in part by general funds. LEMSAs may use their own property management procedures as long as the provisions of the property management section of this document are also adhered to.

All contract transactions are subject to audit. Failure to comply with the audit provisions of this section may result in audit exceptions and subsequent recovery of funds. (See Audit Requirements)

### **5.2 Accounting Records**

Any accounting system may be used as long as it conforms to generally accepted accounting principles. In general, this means that the existing accounting system of a political subdivision or LEMSA may be used.

It is preferable that the contract expenditures are recorded directly in special contract accounts, but they may be recorded in regular accounts provided an audit trail exists. A complete list of expenditures must be maintained to facilitate an audit of contract expenditures and preparation of claims for reimbursement. Special job numbers or work activity codes should be established to segregate and record labor costs if an agency employee is paid from more than one funding source.

### **5.3 Acceptable Source Documents**

#### **Personnel Costs**

- Payrolls must be on file for salary information. Labor charged to the contract **must** be supported by individual daily time cards or payroll period time sheets.
- In some instances, working hours are recorded by exception; i.e., only vacation, sick leave, jury duty, etc., hours are recorded. In such cases, special additional documentation or worksheets shall be kept to support

- time chargeable to the contract.
- Contract work time must be certified for each individual by a supervisor. Such work time certifications should be promptly forwarded to the accounting or payroll unit to determine labor cost chargeable to the contract and subsequently entered into agency accounting records.
- All time sheets (whether exception or actual time) must be signed by the employee and certified by the employee's supervisor.
- Employee benefits must be supported by formally established and approved pay rates, reflecting personnel policies and procedures of the funded entity or generally accepted practices within budgetary allotments.

### **Travel Expenses**

- Travel expenses must be supported by reimbursement voucher for each individual traveling on the contract. When the contract budget includes travel outside the State of California, the contract director/administrator must notify the EMS Authority in writing and obtain approval **in advance** for each trip.
- Expenses for transportation in agency-owned vehicles must be supported by records showing where, when, and by whom used and miles involved.
- Cost records must show how the mileage rate or other unit costs were developed. Car rentals from public or private agencies must be supported by proper invoices.

### **Professional Service Costs (Consultants)**

- Expenses for labor or services provided by private firms, individuals or other agencies must be supported by an approved and properly executed contractual agreement or interagency agreement. Such agreements must indicate the term, scope of work, and anticipated product or outcome if applicable, and identify the monthly, weekly, or hourly rate of all consultants to be incurred under the contract.
- Reimbursement must be supported by itemized invoices in accordance with the terms and budget of the contract.
- All items of expense for consultants (including travel, etc.) are to be included in the contractual line item.

### **Equipment**

An inventory of all office furnishings and equipment purchased with State General Funds must be maintained in the LEMSA files. **All equipment purchased with funds received through a contract shall become the property of the State of California.**

**(Equipment is defined as an item costing \$5,000.00 or more)**



## **Other Direct Costs**

All other direct costs must be supported by purchase orders or other original documents signed by the proper authority. Receipt of such items must be supported by properly signed and dated delivery slips or invoices.

Cost of all items and services obtained from existing county supplies for use by the LEMSA must be supported by a local request, letter, memorandum or other original document signed by the proper authority.

A rental or lease agreement must be maintained in the contract files for all items or facilities obtained and paid for in this manner. Proper billings for usage must also be on file.

Operational costs for a building used solely by the LEMSA may be reimbursed on the basis of actual costs of utilities, maintenance, repairs and other applicable costs. Partial usage requires that such costs be computed on the basis of square footage. Documentation must be available to support the computation.

## **Source Document Retention Period**

The contractor must retain all contract source documents and make them available for a State audit for a period of three years following the date of the final reimbursement of the LEMSA's expenditures. If audit findings have not been resolved, records shall be retained until the audit findings are resolved.

## **Property Management**

- The contractor is accountable for all tangible property during the term of the contract and for all non-expendable property throughout its useful life.
- The contractor must ensure that adequate controls are provided to safeguard property in its possession and that any such property loss or theft is promptly reported to the EMS Authority.
- Property must be maintained in good working condition and may not be conveyed, sold or transferred without approval from the EMS Authority.
- The contractor must maintain updated inventory and location records which will include all property purchased during the funding period.

## **Chapter 6 - Audit Requirements**

### **6.1 Audit Requirements**

It is the responsibility of the LEMSA to ensure that acceptable documentation is maintained and made available to support all the LEMSA's charges. Internal reviews should be conducted periodically to ensure compliance with contract provisions and budget and to determine that all claims for reimbursement are properly supported.

Audits of contract records may be conducted by State auditors as circumstances warrant. Additional audits may be conducted at the option of the State Government.

The EMS Authority, DGS, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Contract.

The 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.

The 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.

The contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of the Contract (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

### **6.2 EMS Authority and Site Visits**

The EMS Authority staff will monitor the contractor's records and program performance on a quarterly basis. The EMS Authority, at its discretion, may conduct periodic site visits to review administrative documentation and the progress made under contracts with LEMSAs. These visits will be aimed at assisting the LEMSA in administering their programs and contract(s). Critical discrepancies discovered during a site visit may be addressed by requiring the contractor to develop a corrective action plan to be submitted to the EMS Authority for review and approval. Past performance will be an important evaluation criteria used when considering future applications for funding.

## **Chapter 7 - Progress Reports**

### **7.1 General**

The Quarterly Reports shall be submitted to the EMS Authority in accordance with Division 2.5, Chapter 3, Article 1, Section 1797.108 of the California Health and Safety Code and the provisions of this chapter.

Quarterly Reports are required to provide the applicant agency and the EMS Authority with an evaluation of the progress that is being made towards meeting the system components identified in section 7.3 below.

The primary purpose of the quarterly report is to demonstrate satisfactory progress accomplishing the contract's scope of work activities.

### **7.2 Quarterly Progress Reports**

Work activities performed by the RDMHS will be monitored by the EMS Authority to ensure that the contractual objectives are completed timely. The primary purpose of the quarterly report is to demonstrate satisfactory progress accomplishing the contract's scope of work activities.

The RDMHS is required to prepare and submit an original and one copy of the Quarterly Progress Report to the EMS Authority RDMHS Program Manager on the following schedule;

<b>Quarter</b>	<b>Due Date</b>
1 <sup>st</sup> (July – September)	October 15 <sup>th</sup>
2 <sup>nd</sup> (October – December)	January 15 <sup>th</sup>
3 <sup>rd</sup> (January – March)	April 15 <sup>th</sup>
4 <sup>th</sup> (April – June)	August 31 <sup>st</sup>

*Note: Claims for reimbursement will only be considered for payment when Quarterly Reports have been received.*

The Quarterly Progress Report shall be submitted to the RDMHS Program Coordinator at the EMS Authority by email. Each report **must contain the contract title, EMS Authority contract number, and identification of the quarter covered by the report.**

### 7.3 Quarterly Progress Report Format

The Quarterly Progress Reports shall be submitted with a cover letter transmitting the report, signed by the person identified on the Standard 213, Exhibit A, under project representative or their designee.

The Quarterly Progress Report must include the EMS Authority Contract Number, Contract Title, and Quarter covered by the report.

The quarterly progress report shall include an executive summary, no longer than a single page that provides a summary of significant accomplishments, program highlights, and/or problems that occurred during the reporting period.

The quarterly progress report shall describe the status of each objective and activity/task listed in the contract (See Attachment D). Status information shall include at a minimum the following:

- What activities done under each activity/task
- Report percentage of task completed
- The product for the specific activity/task
- Description of any problems encountered in carrying out the activity/task. If problems were encountered, then what steps were taken to overcome the problems?
- The completion date or the expected completion date of the activity/task.
- How will any delay encountered affect the total project time schedule?
- Identify task(s)/milestone(s) that will not be met. Report on new milestones for completion of the task.
- Attach copies of the trip report of the meetings, training, etc. attended during the reporting period.

The quarterly progress report shall be updated to reflect progress made in the previous reports.

### 7.4 Final Report

The Final Report for the fiscal year must be submitted to the EMS Authority's RDMHS Program Coordinator no later than **sixty (60) days** following the end of the contract. **The sixty (60) day grace period for the Final Report does not constitute authorization for reimbursement of costs for work performed after the termination date of the contract.**

The Final Report provides information on the 4<sup>th</sup> quarter activities and will include information reflecting the entire contract period (July 1 – June 30). The report must cover, but is not limited to the following:

- Restate the scope of work with the tasks as specified in the contract.
- Describe, in detail, the activities regarding the status of, or the actions leading to the completion of the task/activities.
- Describe any problems encountered during the contract period. Describe how these problems either were overcome or failed to be resolved, and whether they affect the completion of the scope of work.

## **Chapter 8 - Preparation of Reimbursement Claims**

### **8.1 Invoice Requirements**

All invoices for reimbursement of contract expenditures should be prepared under the direction of the LEMSA's accountant directly from costs recorded in the accounting system. This will ensure proper accounting for reimbursements when received by the LEMSA.

The LEMSA's invoices for reimbursement must be in the format prescribed by the EMS Authority (Attachment C) and provide all information requested, including, but not necessarily limited to:

- The contractor's name and address
- The EMS Authority contract number for which reimbursement is being claimed
- The exact period for which reimbursement is being requested
- Show by budget category for the exact expenditures, as debited to the agency's accounting system, during the period for which reimbursement is being requested
- A signature block and original signature in ink of an authorized representative of the LEMSA.

All invoices must contain the following statement: "I certify that this claim is in all respects true, correct, supportable by available documentation and in compliance with all terms, conditions, laws, and regulations governing its payment."

Claims must be submitted at least quarterly (within sixty (60) days of the end of each quarter). Due to the limited time in which State General Fund monies must be encumbered and paid, failure to submit a claim within the sixty (60) days may result in termination of the contract and reallocation of the General funds to another LEMSA. Final invoices must be submitted no later than sixty (60) days after the end date of the contract.

Claims received in proper order are usually "scheduled" with the State Controller's Office within forty-five (45) days of their receipt by the EMS Authority. During peak processing periods of the month (e.g., around the first and fifteenth), processing time in the State Controller's Office may take longer. LEMSAs are advised to submit their invoices at non-peak processing times to ensure a timely reimbursement.

## **Chapter 9 - Contract Evaluations**

### **9.1 Contract Evaluations**

The EMS Authority will evaluate the success of contracts completed during the prior State Fiscal Year. An evaluation will be completed and filed for each LEMSA. The Disaster Medical Services Division will consult with the LEMSA during the evaluation.

**ATTACHMENT A (Sample)**

**State General Fund and Federal Grant Funds**

<b>Budget Categories</b>	<b>State General Fund</b>	<b>Federal Grant Funds</b>	<b>Total</b>
Personnel			
Fringe Benefits			
Accounting			
Communications			
Equipment			
Legal Expense			
Maintenance & Repairs			
Materials and Supplies			
Memberships/Subscriptions			
Printing and Reproduction			
Professional Services (Consultants)			
Space			
Training			
Travel			
In State			
Out of State			
<b>Total Direct Costs</b>			
Administrative/Indirect (10% of Personnel/Benefits)			
<b>Total Costs</b>			



**INVOICE**

**State General Fund and Federal Grant Funds**

**LEMSA ADDRESS**  
**CITY, STATE ZIP**

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**CONTRACT NUMBER:**

**EMS-XXXX**

**FOR THE PERIOD COVERED:**

**July 1, XXXX - September 30, XXXX**

Line Items	Total Budget	Expenditures this Period	Expenditures to Date	Contract Balance
Personnel				
Communications				
Insurance				
Equipment				
Legal Expense				
Maintenance & Repairs				
Materials & Supplies				
Memberships, Subscriptions & Professional Activities				
Motor Pools				
Printing & Reproduction				
Professional Services (Consultants)				
Space (Rental)				
Training				
Travel	In-State Out-of-State			
Total Direct Costs				
10% Administrative/Indirect				
<b>TOTAL</b>				

**Expenditures This Period:**

---

**Amount Available for Payment this  
Claim:**

---

**Amount Requested to Date:**

---

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms, conditions, laws and regulations governing its payment.

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Signature, Title

**COVER SHEET**

Quarterly/Final Report Format

Local EMS Agency  
Address  
City, State, Zip Code

Quarterly Report  
\_\_\_\_ Quarter  
July 1, XXXX - September 30, XXXX  
Contract #EMS-XXXX

## Quarterly/Final Report Format

### Quarterly Progress Report Instructions

#### Executive Summary

The executive summary provides an overview of the report content and can be read in a short amount of time. The Executive Summary shall cover all necessary points in no more than one page (1000 words). Consequently, the Executive Summary cannot include extensive data to support the facts within the summary, but it can and should make a concise, coherent, and convincing case for the course of action the writer recommends.

#### Report on Objectives

Report on the status of the contract tasks/activities, documenting progress in completing or performing the objectives of the task/activity, and provide follow-up on earlier reported activities. A stakeholder reading the Quarterly Progress Report should be able to monitor from quarter to quarter progress made in completing the task/activities. The report template displays the contract scope of work down to three levels, e.g.:

Objective 1

Task 1

Task 1.1

Many task/activities described in the scope of work are detailed to the fourth level, e.g., Task 1.1.1. Although the fourth task/activity level is not described in the report template, when reporting on the task status the discussion should include all related activities.

Report only on task/activities where work was done or addressed during the reporting period. The report format shall include minimally the following information:

Status of the Objectives and Task/Activity:

- Percentage of work completed on objective tasks. Progress should be measured by the completion of milestones in the task critical pathway.
- Task milestones met during the reporting period.
- Successes and problems encountered affecting the completion or non-completion of milestones during the reporting period.
- Describe areas of concern, specific problems encountered, and any action/decision that needs to be taken before completion of the task.
- Projected task milestones for the next reporting period.

#### Sample Format

- 1 Continue to support the implementation 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 new 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 improvement to the Situation Report. Seek input from local partners on EOM improvement opportunities during the update process.

**Status:** Estimate percentage of task that has been completed (example: 25%).  
Provide narrative regarding progress toward accomplishing objective and tasks.

- 2 Assist in the development of a comprehensive Medical Health Operational Area Coordination (MHOAC) program in each operational area within the region.
  - 2.1 Conduct training for Medical Health Operational Area Coordinators (MHOACs) and other medical and health partners in the operational areas as needed.
  - 2.2 Assist operational areas in developing contact lists to support the functions of a MHOAC program.
  - 2.3 Provide updated MHOAC contact list to Emergency Medical Services Authority (EMSA) Program Lead on a monthly basis.
  - 2.4 Assist operational areas in developing local Situation Report distribution procedures consistent with the EOM.
  - 2.5 Assist operational areas in developing local Resource Requesting procedures consistent with the EOM.
  - 2.6 Assist the Emergency Medical Services Administrators' Association of California (EMSAAC), EMSA and CDPH with the development of a MHOAC Program Guide.

**Status:** Estimate percentage of task that has been completed (example: 25%).  
Provide narrative regarding progress toward accomplishing objective and tasks.

## **ATTACHMENT D**

### **Regional Disaster Medical Health Specialist (RDMHS) Duty Statement**

The RDMHS will perform the following duties:

1. Develop all-hazards plans and procedures for the acquisition and coordination of medical or public health resources from within the region as requested by the state. Provide information on the regional and local perspective for the development of the state's medical and health mutual aid response plans.
2. Establish medical/health disaster response plans and procedures in concert with State disaster response plans and the Standardized Emergency Management System (SEMS) and ensure these plans support regional disaster response and other established emergency response systems.
3. Establish and maintain liaison with and provide consultation, leadership, and technical assistance to the Governor's Office of Emergency Services (OES) regional staff and Operational Area (OA) planners regarding the development of emergency management and disaster medical and health response plans.
4. Maintain liaison and coordination with OES regional headquarters and with state and federal agencies within and external to the region as required.
5. Provide a forum for OA planners to interact with each other in the continuous development of regional medical and health disaster preparedness and in support of continuous information flow.
6. Participate in state-sponsored training exercises to test state, regional and local coordination of response plans.
7. Facilitate and promote exercises to test plans and procedures and promote and participate in training to OA participants.
8. Working with OA medical and health planners, support backup personnel capable of supporting mutual aid regional systems, assisting local impacted emergency managers and providing temporary liaison support to the OES Regional Emergency Operations Center (REOC).
9. Assist OA within the region to institute medical and health recovery operations following disasters.
10. As requested by the EMS Authority and CDPH; serve on committees and/or develop projects to improve statewide medical and health disaster response.

## **ATTACHMENT E**

### **Regional Disaster Medical Health Coordinator (RDMHC) Duty Statement**

The RDMHC is a volunteer position nominated by the medical/health professionals within a Region and appointed by the Directors of the California Emergency Medical Services Authority (EMS Authority) and the California Department of Public Health (CDPH).

There is one RDMHC in each of the six mutual aid regions and are supported by the Regional Disaster Medical Health Specialists (RDMHS). In planning for and responding to disasters in California, the RDMHC functions in support of:

- Standardized Emergency Management System (SEMS)
- California Disaster Medical Response Plan
- California Public Health and Medical Emergency Operations Manual (EOM)
- Hospital Incident Command System (HICS)
- Local Emergency Medical Systems Agency Administrators and Health Officers

The following represents the responsibilities of the RDMHC:

#### **Planning Phase**

1. Provide guidance and support to the RDMHS in developing plans for the provision of medical or public health assistance among the counties in the region.
2. Assist in the development of a system to provide continuity of function at all times within the region.
3. Support the RDMHS provision of a forum for the development of regional approaches to disaster medical and health preparedness.
4. Promote disaster conferences, exercises and drills.
5. Support the development and maintenance of regional disaster medical/health resources.
6. Act as an information source and provide advice to the state medical/health response system as well as to the Governor's Office of Emergency Services (OES) in disaster prevention efforts.

#### **Disaster Response Phase**

1. Coordinate the acquisition of medical and health mutual aid in response to a request from the EMS Authority, CDPH, or OES in support of a state medical/health response to a disaster not affecting the home region.
2. Coordinate the intra-regional medical and health mutual aid response in the event of a disaster within the home region.