

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: April 19, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services APPROVING PARTY: Darden Bynum, Director PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Approval of Agreement between Norther California EMS, INC. Local Emergency Medical Services Agency (LEMSA) Deliverables Hospital Preparedness Program (HPP) and County of Sierra for Fiscal Year 2015-2016.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: HPP
AMOUNT: \$ 9,354.50 Annually

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Social Services

P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California

P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol

P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department

P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790



Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, LCSW, Director, Health & Human Services
Reference: Agenda items
Date of memo 12 April 2016
Date of Board Meeting: 19 April 2016
Re: Agreement between County of Sierra and Northern California EMS, Inc.

Executive summary: This agreement is with the local emergency medical services agency, also known as LEMSA, is to provide public health preparedness for fiscal year 2015/2016.

Background information: LEMSA is a private nonprofit corporation with whom the county contracts on an annual basis. This relationship is within a six County LEMSA region for \$ 9,354.50. This agreement is an ongoing and renewable agreement. Furthermore, there will be no county employees hired by this organization nor are there any known conflicts between this organization and any financial interests of the county.

Action Requested: Should it please the board, Health & Human services recommends renewing this annual contract.

**AGREEMENT BETWEEN COUNTY OF SIERRA
AND
NORTHERN CALIFORNIA EMS, INC.
LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA) DELIVERABLES
HOSPITAL PREPAREDNESS PROGRAM (HPP) FISCAL YEAR FY 15-16**

THIS AGREEMENT is entered into by and between **SIERRA COUNTY**, hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.**, (a California non-profit, public benefit corporation and a Local Emergency Medical Services Agency (LEMSA) hereinafter referred to as **LEMSA**.

INTRODUCTION

WHEREAS, LEMSA is the Local Emergency Medical Services Agency for **COUNTY** pursuant to agreement and pursuant to Health and Safety Code Section 1797.94, and

WHEREAS, COUNTY desires to contract with **LEMSA** for **LEMSA** to provide certain services for **COUNTY** in accordance with the California Department of Public Health Hospital Preparedness Program (HPP) Cooperative Agreement CFDA #93.074, LEMSA Deliverables, for fiscal year 2015-2016.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. It is agreed that the terms of this Agreement become effective as of July 1, 2015 and shall end June 30, 2016, or until terminated as provided herein.

ARTICLE 2. SERVICES TO BE PERFORMED BY LEMSA

Specific Services

Section 2.01. Pursuant to the terms and conditions of this agreement **LEMSA** shall perform the baseline deliverables, objectives and activities as indicated in FY 15-16 Hospital Preparedness Program (HPP) Work Plan as set forth in Attachment "A."

Method of Performing Services

Section 2.02. **LEMSA** shall, during the term of this Agreement, be construed as an independent contractor, and nothing in this Agreement is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow **COUNTY** to exercise discretion or control over the professional manner in which **LEMSA** performs the services which are the subject matter of this Agreement; provided, always however, that the services to be provided by **LEMSA** shall be performed in a manner consistent with all applicable standards and regulations governing such services.

ARTICLE 3. COMPENSATION

Section 3.01. The multi-county **LEMSA** allocation for the HPP FY15-16 is \$56,127. The equal share for each HPP entity within the six-county **LEMSA** region is \$9,354.50. **LEMSA** shall be paid in an amount not to exceed **NINE THOUSAND THREE HUNDRED FIFTY FOUR DOLLARS AND 50 CENTS (\$9354.50)** by **COUNTY** for the services described in this agreement. In no event shall the compensation exceed that amount. An itemization of the compensation is set forth in ATTACHMENT “B,” which is attached hereto and incorporated by reference as if fully set forth herein. **LEMSA** shall on a monthly basis submit to **COUNTY** an itemized statement or invoice of services rendered during the preceding month. **COUNTY** shall make payment within 30 days of receipt of **LEMSA**’s correct and approved statement or invoice.

Section 3.02. No additional services shall be performed by **LEMSA** unless approved in advance in writing by the **COUNTY**. All such services are to be coordinated with **COUNTY** and monitored by the Director of Public Health & Community Development, his or her designee or the HPP Coordinator.

Section 3.03. **LEMSA** may sub-contract with third parties as **LEMSA** deems necessary to perform the services required of **LEMSA** by this contract. **COUNTY** may not control, direct, or supervise **LEMSA**’s assistants or employees in the performance of those services.

ARTICLE 4. OBLIGATIONS OF LEMSA

Minimum Amount of Service

Section 4.01. **LEMSA** may represent, perform services for, and be employed by such additional clients, persons, or companies as **LEMSA**, in its sole discretion deems appropriate. **LEMSA** shall be responsible for all costs and expenses incident to the performance of the services required by this agreement. **COUNTY** shall not be responsible for any expense incurred by **LEMSA** in performing services under this agreement.

Workers Compensation and Liability Insurance

Section 4.02. **LEMSA** agrees to provide workers compensation insurance for **LEMSA**'s employees and agrees to hold harmless and indemnify **COUNTY** for any and all claims arising out of any injury, disability, or death of any of **LEMSA**'s employees in their performance of this agreement. **LEMSA** also agrees that **COUNTY** does not provide liability or auto insurance for **LEMSA** and its employees.

Taxes and Filings

Section 4.03. This Agreement is for independent contractor services to be provided by **LEMSA** and **LEMSA** is responsible for payment of all applicable taxes and associated filing requirements.

Conflict of Interest

Section 4.04. **LEMSA** will not hire any employee of **COUNTY's** to perform any service covered by this Agreement. **LEMSA** affirms that, to the best of **LEMSA's** knowledge, there exists no actual or potential conflict between **LEMSA's** family, business or financial interests and **LEMSA's** services under this Agreement, and in the event of change in this status during the term of this Agreement, **LEMSA** will notify **COUNTY** in writing of occurrence. **COUNTY** may at **COUNTY's** option terminate this Agreement in the event of such actual or potential conflict of interest.

Assignment

Section 4.05. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **LEMSA** without prior written consent of **COUNTY**, except as specified in Section 3.03 of this agreement.

Indemnification

Section 4.06. **LEMSA** shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **LEMSA** or its assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property.

Books and Records

Section 4.07. All reports and other materials collected or produced by **LEMSA** or any subcontractor of **LEMSA** specifically for use by **COUNTY** shall, after completion and acceptance of the contract, become the property of the **COUNTY**, and shall not be subject to any copyright claimed by the **LEMSA**, subcontractor, or their agents or employees. **LEMSA** may retain copies of all such materials exclusively for administration purposes. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the **LEMSA** relating to the services to be provided under this contract shall be the property of the **COUNTY**, and **LEMSA** hereby agrees to deliver the same to the **COUNTY** upon request.

Section 4.08. **LEMSA** shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the **COUNTY** under the terms of the agreement for a period of five (5) years. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon a twenty four (24) hours written or verbal request by the **COUNTY**.

Section 4.09. It is understood and agreed that this agreement contemplates personal performance by the **LEMSA** and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties and/or obligations of the **LEMSA** under this agreement will be permitted only with the express written consent of the **COUNTY**, except as specified in Section 3.03 of this agreement.

ARTICLE 5. OBLIGATIONS OF COUNTY

Cooperation of COUNTY

Section 5.01. **COUNTY** agrees to timely comply with all reasonable requests of **LEMSA**, and provide access to all documents reasonably necessary to the performance of **LEMSA's** duties under this Agreement.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 6.01. This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of either party;
- (2) Assignment of this Agreement by **LEMSA** without the consent of the **COUNTY**.

Termination by COUNTY for Default of LEMSA

Section 6.02. Should **LEMSA** default in the performance of this Agreement or breach any of its provisions, **COUNTY**, at **COUNTY's** option, may terminate this Agreement by giving written notification to **LEMSA**.

Section 6.03. **COUNTY** may terminate this agreement at any time by providing a thirty (30) day written notice to **LEMSA** that the agreement is terminated. The agreement shall then be deemed terminated and no further work shall be performed by **LEMSA**. **COUNTY** shall pay **LEMSA** for all services rendered up to the date of termination.

Section 6.04. **COUNTY** may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased. Oral notice of termination will be confirmed through written notice by **COUNTY** to **LEMSA** within one week of termination.

Section 6.05. Should this Agreement be terminated, **LEMSA** shall provide **COUNTY** with all finished and unfinished reports, data, studies, photographs, charts, electronic data and other documents prepared by **LEMSA** pursuant to this Agreement.

ARTICLE 7. GENERAL PROVISIONS

Notices

Section 7.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

If to **COUNTY**:

Chairman Board of Supervisors
County of Sierra
P.O. Box Drawer D
Downieville, CA 95936

If to **LEMSA**:

Chief Executive Officer
Northern California EMS, Inc.
1890 Park Marina Dr., Suite 200
Redding, CA 96001-0961

Entire Agreement of the Parties

Section 7.02. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services agreed to herein by **LEMSA** and **COUNTY** and contains all of the covenants and Agreements between the parties with respect to the rendering of any such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by all parties.

Section 7.03. Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

Section 7.04. This agreement may be amended at any time by the mutual written agreement of the parties hereto.

Section 7.05. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2016.

COUNTY OF SIERRA

By: _____ Date: _____
Lee Adams
Chairman, Board of Supervisors

By: _____ Date: _____
Heather Foster
Clerk of the Board

APPROVED AS TO FORM:

By: _____ Date: _____
Christian Curtis
County Counsel

NORTHERN CALIFORNIA EMS, INC.

By: _____ Date: _____
Dan Spiess
Chief Executive Officer

ATTACHMENT “A”

Capability 10: Medical Surge - LEMSA			
Goal:			
Strengthen and further integrate the EMS response to public health and medical emergencies.			
Known Gaps: 1) Funding to purchase MCI training materials. 2) Continued MCI training 3) Funding to purchase MCI response kits that are customizable. 4) Steady rate of turnover in Public Health and EMS provider agencies.			
Objective 1		Est. Finish Date	Staff Lead
LEMSA: Provide training for first responders and Healthcare Coalition members on plans, policies, and procedures for the transition from a single multi-casualty incident into a disaster response.			
Activities	Develop training based on the "Transition from MCI to Disaster" Response Plan developed in HPP FY14-15.	Q2	Contractor
	Deliver training via Webinar and provide CEs (continuing education credits) to encourage participation.	Q3	Contractor
	The Webinar will be recorded and posted to the Nor-Cal EMS website with CEs available.	Q3	Staff
Required Deliverable	1) Training log with topic, date, and number of participants.		
Objective 2		Est. Finish Date	Staff Lead
LEMSA: Participate in the development, training, and testing of regional emergency transportation plans for transport of suspect/confirmed patients with Ebola or other highly pathogenic diseases between frontline hospitals, Assessment Hospitals, and Treatment Centers.			
Activities	Finish developing and update the Ebola Viral Disease (EVD) protocol to include a potential methods of transportation.	Q1	Contractor
	Develop recommended PPE list as part of EVD protocol.	Q2	Contractor
	Develop training for EVD updated protocol.	Q3	Contractor
	Deliver EVD training via webinar and provide CEs to encourage participation.	Q3	Contractor
	Record the EVD webinar and post to the Nor-Cal EMS website with CEs available.	Q3	Staff
	Update the Infectious Disease protocol.	Q2	Contractor
	Develop training for Emerging Infectious Diseases updated protocol to include potential methods for transportation.	Q4	Contractor
	Deliver training for emerging infectious diseases via webinar and provide CEs to encourage participation.	Q4	Contractor
	Record the emerging infectious diseases webinar and post to the Nor-Cal EMS website with CEs available.	Q4	Staff
	Build a list of available transport resources with the assistance of the Region III RDMHS.	Q2	Staff
Required Deliverable	1) Documentation of regional planning with the Healthcare Coalition and Operational Area partners.		

Objective 3		Est. Finish Date	Staff Lead
LEMSA: Participate with the Healthcare Coalition to develop/enhance written procedures for patient tracking during an incident that incorporates EMS transportation from field to hospital and interfacility transfers.			
Activities	The Patient Tracking form that was developed and implemented during prior grants will be reviewed for updates and improvements.	Q2	Contractor
	Discuss with relevant partners the need for tracking patients from scene to discharge whether at a local hospital, Control Facility, or a Receiving Facility. Assess the feasibility of being able to follow the patient throughout their multiple facility transitions. Discuss family reunification issues. Discuss the MHOAC role with the Control Facility. Discuss potential roadblocks and potential resolutions.	Q4	Contractor
	The Patient Tracking form will be presented to the Nor-Cal EMS Medical Advisory Committee for review and approval prior to distribution and implementation.	Q3	Contractor
	Nor-Cal EMS and the S-SV EMS Agencies will review and update the Region III MCI plan Manual 2 to reference the tracking of patient disposition from a declared MCI and/or disaster. The basic tracking is identified in the plan currently. The role of the receiving facility needs to be further delineated. Taking the rudimentary data that the CF has and integrating it with the information that the receiving facility should be sharing.	Q4	Staff
	Nor-Cal EMS & the S-SV EMS Agency will review and update the Region III MCI Plan Manual 2 to include triggers/thresholds for MHOAC and LEMSA notification and patient information sharing procedures.	Q4	Staff
Required Deliverable	1) Patient tracking procedures for EMS		
Objective 4		Est. Finish Date	Staff Lead
LEMSA: Participate in information sharing for HAVBED and CAHAN systems as appropriate for the LEMSA role and according to local policy.			
Activities	Participate in quarterly HAVBED drills	Q4	Staff
	Coordinate with the LHD and HPP Entity to register, update, and maintain EMS contacts in CAHAN	Q2	Staff
	Participate in quarterly CAHAN drills	Q4	Staff
	Participate in monthly HAN Coordinator conference calls	Q4	Staff
	Participate in training on Everbridge University as appropriate (Group Manager training)	Q2	Staff
	Nor-Cal EMS will conduct, at minimum, four local LEMSA ad hoc HAVBED drills. Advanced notice will not be given for these ad hoc drills.	Q4	Staff
	Nor-Cal EMS will promote EMS provider participation and use of Everbridge.	Q2	Staff
Required Deliverable	1) Updated EMS contacts in CAHAN. 2) Document HAVBED drills with HSEEP AAR/IP(s).		

Optional #1 LEMSA Objective :		Est. Finish Date	Staff Lead
Work collaboratively with the public health department to identify a local initiative or project to meet local needs and delineate the LEMSA role from the public health/county role. Please list deliverables below as appropriate for the identified project.			
Activities	A Nor-Cal EMS regional functional MCI exercise will be developed in cooperation with all counties as well as a local paramedic program, local EMS provider agency, and control facility.	Q1	Contractor
	Exercise Activities:		
	Utilize the Region III MCI plan	Q1	Contractor
	Utilize the MCI patient tracking form	Q1	Contractor
	Make contact with the Control Facility	Q1	Contractor
	Utilize / respond to EMR Resource for MCI event	Q1	Contractor
	Utilize / respond to EMR Resource SitRep form	Q1	Contractor
Required Deliverable	1) As defined by the LEMSA and LHD for proposed activity.		
Optional #2 LEMSA Objective :		Est. Finish Date	Staff Lead
CHEMPACK training to be brought to the region.			
Activities	Nor-Cal EMS will confer with CDPH regarding the established CHEMPACK training.	Q2	Contractor
	Nor-Cal EMS will work with CDPH to bring the CHEMPACK training to the Nor-Cal EMS counties via webinar.	Q3	Contractor
	Nor-Cal EMS will promote the CHEMPACK training in the Nor-Cal EMS region.	Q4	Staff
	With permission, Nor-Cal EMS will record and film the CDPH CHEMPACK training as a webcast.	Q4	Staff
	The webcast will be placed on the Nor-Cal EMS website available for CEs.	Q4	Staff
Required Deliverable	Documentation of training including participant sign-in.		

ATTACHMENT “B”

HPP FY 15-16 LEMSA DELIVERABLES / PROJECT HOURS

	PROJECT HOURS	RATE	TOTAL
LEMSA STAFF 1	391.00	\$21.40	\$8,367.40
LEMSA STAFF 2	65.25	\$50.80	\$3,314.70
CONTRACTOR 1	200.00	\$100.00	\$20,000.00
CONTRACTOR 2	181.00	\$135.00	\$24,435.00
TOTAL	837.25		\$56,117.10

Multi-County LEMSA Allocation	\$56,127.00
Equal Share Per County	\$9,354.50