**Sierra County**

**Board of Supervisors’**

**Agenda Transmittal &**

**Record of Proceedings**

**Meeting Date:** October 15, 2019

**Type of Agenda Item:**
- ☒ Regular
- ☐ Timed
- ☐ Consent

**Department:** Public Health

**Approving Party:** Vickie Clark, Director

**Phone Number:** (530) 993-6700

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**Agenda Item:** Agreement between Northern California EMS, Inc. and County of Sierra for Local Emergency Medical Services Agency (LEMSA) Deliverables Hospital Preparedness Program (HPP) for Fiscal Year 2019-2020

**Supportive Documents Attached:** ☒ Memo ☐ Resolution ☒ Agreement ☐ Other

**Background Information:** Please see attached memo

**Funding Source:** 0515610

**General Fund Impact:** No General Fund Impact

**Other Fund:** HPP

**Amount:** $11,225.40 Annually

**Are Additional Personnel Required?** ◐ Yes, -- --

**Is Additional Personnel Required?** ◐ No

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**Space Below for Clerk’s Use**

**Board Action:**
- ☐ Approved
- ☐ Approved as amended
- ☐ Adopted
- ☐ Adopted as amended
- ☐ Denied
- ☐ Other
- ☐ No Action Taken

- ☐ Set public hearing
  - For: ______________________
- ☐ Direction to: ______________________
- ☐ Referred to: ______________________
- ☐ Continued to: ______________________
- ☐ Authorization given to: ______________________

**Resolution 2019- ____________
Agreement 2019- ____________
Ordinance ____________
Ordinance ____________

**Vote:**
- Ayes: ______________________
- Noes: ______________________
- Abstain: ______________________
- Absent: ______________________

- ☐ By Consensus

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**Comments:**

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**Clerk to the Board**

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**Date**
Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director of Public Health and Social Services
Reference: Agenda Item
Date of memo: September 24, 2019
Date of Board Meeting: October 15, 2019

Requested Action: Agreement between Northern California EMS, Inc. and County of Sierra for Local Emergency Medical Services Agency (LEMSA) Deliverables Hospital Preparedness Program (HPP) for Fiscal Year 2019-2020

Funding

<table>
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<td>Revenue</td>
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<td>HPP FY 19-20</td>
</tr>
<tr>
<td>Expenses</td>
<td>11,245.40</td>
<td>HPP FY 19-20</td>
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<tr>
<td>Difference</td>
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Background Information: This agreement is paid by the Hospital Preparedness Program (HPP) grant FY19-20, which comes from Assistant Secretary of Preparedness and Response (ASPR). This agreement compensates Nor-Cal EMS for performing specific LEMSA related deliverables in the HPP work plan. These are activities in addition to what they are required to perform as Sierra County’s Local Emergency Medical Service Agency (LEMSA).

Info on LEMSAs: https://emsaac.org/about/lemsas

Sierra County is part of a five county LEMSA region.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: The required activities will not be completed.
AGREEMENT BETWEEN COUNTY OF SIERRA
AND
NORTHERN CALIFORNIA EMS, INC.
LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA) DELIVERABLES
HOSPITAL PREPAREDNESS PROGRAM (HPP) FISCAL YEAR FY 19-20

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 201-2020.

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, 2019 and shall end June 30, 2020, 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 19-20 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan submitted to the county as set forth in Attachment “A.” Any changes or updates requested by the California Department of Public Health Emergency Preparedness Office (CDPH/EPO) during the work plan approval process will be reviewed and jointly agreed to by COUNTY and LEMSA. Changes shall not exceed project hours or compensation amount.

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 FY19-20 is $56,127. The equal share for each HPP entity within the five-county LEMSA region is $11,225.40. LEMSA shall be paid in an amount not to exceed ELEVEN THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS AND 40 CENTS ($11,225.40) 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 sixty (60) 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.
930 Executive Way, Suite 150
Redding, CA  96002

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:

COUNTY OF SIERRA

By: ________________________________ Date: ________________
   Paul Roen
   Chairman, Board of Supervisors

By: ________________________________ Date: ________________
   Heather Foster
   Clerk of the Board

APPROVED AS TO FORM:

By: ________________________________ Date: ________________
   David Prentice
   County Counsel

NORTHERN CALIFORNIA EMS, INC.

By: ________________________________ Date: ________________
   Donna Stone
   Chief Executive Officer
ATTACHMENT “A”
**Objective 1**

**LEMSA:**
Provide activities that the LEMSA will work on to increase Health Care Coalition preparedness and response.

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<th>Activities</th>
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<td>2</td>
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<tr>
<td>3</td>
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**Objective 2**

**LEMSA:**
Provide training for first responders and Health Care Coalition members on plans, policies, and procedures for the transition from a single multi-casualty incident into a disaster response.

<table>
<thead>
<tr>
<th>Activities</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<tr>
<td>2</td>
</tr>
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</table>
**Objective 3**

**LEMSA:**
Participate, as appropriate, 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**

1. Review of the Regional Transportation Infectious Disease Plan is conducted by Nor-Cal EMS during each HPP grant cycle. Nor-Cal EMS will review the current operational plan to assure the plan is current. Any areas requiring revision will be shared with the RDMHS of Region III and S-SV EMS for collaborative review and revisions. The RDMHS will coordinate any Region III approval aspects.

2. Nor-Cal EMS will participate, within the multi-county LEMSA role and according to our regional LEMSA policy & guidelines, in any local exercises conducted that involve the training and testing of regional emergency transportation plans for transport of suspected/confirmed patients with Ebola or other highly infectious diseases between frontline hospitals, Assessment Hospitals, and Treatment Centers.

3. Nor-Cal EMS will review and update as appropriate, infectious diseases, (including EVD), policies. (Policy #14-0101 Infectious Disease Control Measures, Policy #14-0102 Ebola Virus Disease Prevention and Control.)

4. Nor-Cal EMS will review and update as appropriate, the Patient Tracking Form (Policy #13-0104a)

**Objective 4**

**LEMSA:**
Participate in information sharing for immediate Bed Availability and CAHAN systems as appropriate for the LEMSA role and according to local policy.

**Activities**

1. Participate in quarterly Bed Availability drills.

2. Coordinate with the LHD and HPP Entity to register, update, and maintain EMS contacts in CAHAN.

3. Participate in quarterly CAHAN drills.

4. Develop and implement a new Juvare-EMResource polling and bed availability template, in cooperation with S-SV EMS & the R-III RDMHS, for use in lieu of the HAvBED polling template. The HAvBED polling template will be retained for use during any State polling drills or events that require use of the HAvBED poll by the State.

5. Nor-Cal EMS will conduct 4 (four) ad hoc bed availability drills for those facilities in the LEMSA region.
Objective 5

**LEMSA:**
Participate with the Health Care Coalition to develop/enhance written procedures for patient tracking during an incident that incorporates EMS transportation from field to hospital and interfacility transfers.

**Activities**

1. Nor-Cal EMS will review the current prehospital patient tracking documents and reporting mechanism (Policy #13-0104a). This is an annual HPP review item.

2. Following Nor-Cal EMS review of Policy #13-0104a, any required changes will be reviewed with prehospital coalition partners as needed. Any required changes will be collaboratively reviewed with S-SV EMS, as Nor-Cal EMS and S-SV EMS utilize the same patient tracking methodology to maintain continuity in OES Region III.

3. During FY19-20 Nor-Cal EMS will conduct a full Medical Control review of the Nor-Cal EMS regional Crisis Standards of Care policy to assure accuracy of process. Revisions will be made if needed and distributed through the Medical Advisory Committee review and approval process to all five Nor-Cal EMS operational areas.

4. The Region III MCI Plan-Manual 2 references the tracking of patient disposition from a declared MCI and/or disaster. This plan is fully implemented and operational within the thirteen OES Region III counties. If any revisions are required in the patient tracking documents and reporting mechanism, Nor-Cal EMS and S-SV EMS will collaborate to review and revise those areas of the Region III MCI Plan-Manual 2 to align with LEMSA policy.

Objective 6

**LEMSA:**
Work collaboratively with the Local Health Department (LHD) 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**

1. Public health entities are a necessary participant in active shooter/hostile event or terrorism responses, especially if there is a surge in injuries that must be managed by local hospitals and first responders. Partnerships are critical to supporting response efforts after a mass casualty event. In partnership and strengthening the role of the LEMSA in meeting local needs, Nor-Cal EMS will provide Stop the Bleed courses. The training will include train-the trainer and general knowledge. Providing train-the trainer will assist in building a cadre of qualified instructors. Going forward these instructors will have the ability to offer training to prehospital responders and hospital personnel.

2. Nor Cal EMS will provide Stop the Bleed training to all Public Health/Health and Human Services staff. These courses will provide train-the trainer and general knowledge of the subject. Courses will be conducted in each county. Course dates would be determined mutually by the respective LHD and the LEMSA.

3. Nor-Cal EMS and the LHD will identify and the LEMSA will purchase with HPP grant funds specific materials for hemorrhage control training. Items will consist of those identified for training, e.g., hemorrhage simulators, Israeli bandages, hemostatic agents and tourniquets. Additionally, individual hemorrhage control kits will be identified and purchased.
ATTACHMENT “B”
## HPP FY 19-20 MC LEMSA DELIVERABLES / PROJECT HOURS

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<th>HRS</th>
<th>RATE</th>
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- Multi-County LEMSA Allocation: $56,127.00
- Equal Share Per County: $11,225.40