

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

<b>MEETING DATE:</b> May 19, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Public Health  
**APPROVING PARTY:** Vickie Clark, Director  
**PHONE NUMBER:** (530) 993-6700

**AGENDA ITEM:** Resolution approving the Professional Services Agreement between the County of Shasta and the County of Sierra for Epidemiological services and authorizing Vickie Clark, Director of Public Health, to sign the Agreement.

**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:**

**AMOUNT:** \$1,833.94 One Time Expense

**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**

**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 2020- \_\_\_\_\_  
Agreement 2020- \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Vote:  
Ayes:  
Noes:  
Abstain:  
Absent:  
 By Consensus

**COMMENTS:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

# Memorandum

To: Sierra County Board of Supervisors

From: Vickie Clark, Director

Reference: Agenda Item

Date of memo: May 8, 2020

Date of Board Meeting: May 19, 2020

**Requested Action:** Resolution approving the Professional Services agreement between the County of Shasta and the County of Sierra for Epidemiological services and authorizing Vickie Clark, Director of Public Health to sign the agreement.

**Mandated by:**

## Funding

Budgeted? Yes  No

Revenue	\$1,833.94	2020-2023 Public Health Emergency Preparedness
Expenses	\$1,833.94	2020-2023 Public Health Emergency Preparedness
Difference	0	

**Background Information:** This agreement provides Sierra County with epidemiological services focusing on communicable disease and bioterrorism. This agreement assists Sierra County to meet the epidemiological grant requirements for the state fiscal years 2020-21, 2021-22, and 2022-23 from the United States Department of Health and Human Services, Centers for Disease Control and Prevention ("CDC") Emergency Preparedness.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:**

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION NO. \_\_\_\_\_**

**IN THE MATTER OF APPROVING THE SHASTA COUNTY AGREEMENT AND  
AUTHORIZING THE DIRECTOR OF PUBLIC HEALTH  
TO SIGN THE AGREEMENT FOR THE PURPOSE OF FACILITATING REGIONAL  
EPIDEMIOLOGICAL ACTIVITIES**

**WHEREAS**, the Sierra County Board of Supervisors approves the Shasta County Agreement for the purpose of facilitating regional epidemiological activities

**NOW THEREFORE BE IT RESOLVED**, the Sierra County Board of Supervisors authorizes Vickie Clark, Director of Public Health, or her designee to sign the Agreement.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 19th day of May, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
JIM BEARD  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

## PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND COUNTY OF SIERRA

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“Shasta”), and County of Sierra, a political subdivision of the State of California (“Sierra”), (collectively, the “Parties” and individually a “Party”), for the purpose of facilitating regional epidemiological activities.

### **Section 1. RESPONSIBILITIES OF SIERRA.**

A. Pursuant to the terms and conditions of this agreement, Sierra shall:

- (1) Within 20 days of request by Shasta, provide epidemiological information including, but not limited to, the numbers of all reportable diseases reported to Sierra each month in order to permit Shasta to complete the responsibilities listed in Section 2.
- (2) Follow Joint Epidemiology Response regional plans and associated procedures for the coordination of epidemiological investigations.
- (3) Compensate Shasta as prescribed in Section 3 and Section 4 of this agreement.

### **Section 2. RESPONSIBILITIES OF SHASTA.**

A. Pursuant to the terms and conditions of this agreement, Shasta shall:

- (1) Provide epidemiological services focusing on communicable disease and bioterrorism by:
  - a. Maintaining a regional notifiable disease tracking system to help Sierra determine when an outbreak occurs within the region. Shasta will notify other counties when an outbreak occurs in Sierra for the purpose of surveillance and prevention.
  - b. Conduct communicable disease surveillance by distributing a regional monthly communicable disease summary report.
  - c. Providing epidemiological assistance to Sierra during an outbreak situation. Duties may include, but are not limited to, conducting surveillance to identify further outbreak cases and monitor communicable disease trends among populations at risk in an outbreak situation, investigating and/or serving as consultant for epidemics or outbreaks of diseases, and advising management and incident command of statistical findings for decision-making and remediation purposes.
  - d. Monitoring the Epidemic Information Exchange (“Epi-X”) and other surveillance systems to relay pertinent health threat information to Sierra.
  - e. Conducting a training needs assessment with Sierra staff and if requested, provide an epidemiological training session to Sierra staff.
- (2) Assist Sierra to meet its epidemiological grant requirements for the state fiscal years 2020-21, 2021-22, and 2022-23 from the United States Department of

Health and Human Services, Centers for Disease Control and Prevention (“CDC”) Emergency Preparedness by:

- a. Consulting with Sierra to prepare the epidemiological sections of the grant requirements on an annual basis.
- b. Consulting with Sierra to prepare the epidemiological sections of the grant’s bi-annual progress reports.
- c. Coordinate an epidemiologic component with Sierra to the annual Statewide Medical and Health Exercise (“SMHE”) to test regional epidemiological capacity in an emergency situation, as necessary and when the SMHE scenario is appropriate.

**Section 3. COMPENSATION.**

- A. Sierra shall compensate Shasta for the services described in this agreement, as follows:
  - (1) \$614.02 for Fiscal Year (“FY”) 2020-21;
  - (2) \$611.12 for FY 2021-22; and
  - (3) \$608.80 for FY 2022-23.
- B. In no case whatsoever shall the maximum amount payable under this agreement exceed \$1,833.94.

**Section 4. BILLING AND PAYMENT.**

- A. Shasta shall submit an invoice for payment to Sierra County Health & Human Services, Attn: Accounts Payable, P.O. Box 7, Loyalton, CA 96118, as follows:
  - (1) By January 15, 2021, for the first six months of FY 2020-21 in the amount of \$307.01.
  - (2) By July 15, 2021, for the remaining six months of FY 2020-21 in the amount of \$307.01
  - (3) By January 15, 2022, for the first six months of FY 2021-22 in the amount of \$305.56.
  - (4) By July 15, 2022, for the remaining six months of FY 2021-22 in the amount of \$305.56.
  - (5) By January 15, 2023, for the first six months of FY 2022-23 in the amount of \$304.40.
  - (6) By July 15, 2023, for the remaining six months of FY 2022-23 in the amount of \$304.40.
- B. Sierra shall make payment within 30 days of receipt of Shasta’s correct and approved invoice to Fiscal Unit, Shasta County Health & Human Services Agency (“HHS”), P.O. Box 496005, Redding, CA 96049-6005.
- C. For the purpose of effectuating compensation, this Section 4 shall survive the termination, expiration, or cancellation of this agreement.

**Section 5. TERM OF AGREEMENT.**

This agreement shall commence July 1, 2020, and shall end June 30, 2023, except for the final invoice which will be due by July 15, 2023, and the payment thereof, which shall be due no later than August 15, 2023. Notwithstanding the foregoing, neither Party shall be obligated for providing its responsibilities hereunder for any future state fiscal year unless or until both Parties' Board of Supervisors appropriates funds for their respective responsibilities in this agreement in their annual budget. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last state fiscal year for which funds for the both Parties' responsibilities in this agreement were appropriated. For the purposes of this agreement, the state fiscal year commences on July 1 and ends on June 30 of the following year. Both Parties shall notify the other Party in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If either Party materially fails to perform its responsibilities under this agreement to the satisfaction of the other Party, or if a Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then other Party shall have the right to terminate this agreement for cause effective immediately upon giving written notice thereof. If termination for cause is given by either Party and it is later determined that the other Party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 30 days written notice to the other Party. Sierra shall pay Shasta for all work satisfactorily completed as of the effective date of termination as provided in the written notice from Sierra.
- C. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Shasta's right to terminate this agreement may be exercised by Shasta's County Executive Officer or his/her designee, HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- E. Should this agreement be terminated, both Parties shall promptly provide to the other Party any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by the other Party pursuant to this agreement.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Sierra and Shasta shall be entitled to no other benefits other than those specified herein. Both Parties specifically acknowledges that in entering into and executing this agreement, both Parties rely solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Sierra and the HHS A Director, or any HHS A Branch Director designated by the HHS A Director, provided that the amendment is in substantially the same format as the Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of the Parties, neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of other Party. The waiver by either Party of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF SHASTA.**

Shasta shall, during the entire term of this agreement, be construed to be 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 Sierra to exercise discretion or control over the professional manner in which Shasta performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Shasta shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Sierra is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner.

**Section 10. INDEMNIFICATION.**

Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, subcontractors, or volunteers.

**Section 11. INSURANCE COVERAGE.**

Each Party shall maintain and keep in force at its sole cost and expense during the full term of this agreement the following coverage, through insurance, excess insurance, and/or participation in program(s) of self-insurance:

- A. Commercial General Liability to include coverage for owned and non-owned automobiles in the amount of not less than \$1 million per occurrence.
- B. Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- C. Workers' Compensation as required by the laws of the State of California, and Employers Liability with a limit of not less than \$1 million per occurrence.

Each Party shall require its subcontractors to maintain similar coverage.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with either Party or if any lawsuit is instituted concerning either Party's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the other Party, the Party in receipt of the claim or lawsuit shall give prompt and timely notice thereof to the other Party. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Both Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Both Parties shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Each Party represents that they are in compliance with and agrees they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- D. In addition to any other provisions of this agreement, both Parties shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of their noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. Shasta, Sierra, local, federal, and state officials shall have access to any books, documents, papers, and records of Sierra and Shasta that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Sierra or Shasta. Except where longer retention is required by federal or state law, Sierra and Shasta shall maintain all records for five years after Sierra makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Both Parties shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Both Parties shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to the other Party during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by each Party, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Both Parties agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, local, Shasta, or Sierra audit directly related to their responsibilities provided for in this agreement. Shasta agrees to repay Sierra the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Either Party's failure to comply with state and federal child, family, and spousal support reporting requirements regarding each Party's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Either Party's failure to cure such default within 90 days of notice by other Party shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

Each Party, and each Party's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States and the State of California, and all other appropriate governmental agencies, including any certification and credentials required by Shasta or Sierra. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.

**Section 17. PERFORMANCE STANDARDS.**

Both Parties shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to such work or services.

**Section 18. CONFLICTS OF INTEREST.**

Both Party’s officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to Shasta:                      Branch Director  
    HHSA Business and Support Services  
    Attn: Contracts Unit  
    P.O. Box 496005  
    Redding, CA 96049-6005  
    Phone: 530-245-6860  
    Fax: 530-225-5555

If to Sierra:                      Director  
    Sierra County Department of Public Health  
    P. O. Box 7  
    Loyalton, CA 96118  
    Phone: 530-993-6700  
    Fax: 530-993-6790

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of Shasta as provided for in this agreement may be executed and/or exercised by Shasta’s County Executive Officer.

**Section 20. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Both Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the Shasta's Conflict of Interest Code, with regard to any obligation on the part of either Party to disclose financial interests and to recuse from influencing any Shasta decision which may affect either Party's financial interests. If required by the Shasta's Conflict of Interest Code, each Party shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or Shasta ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 23. CONFIDENTIALITY.**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, Shasta and Sierra have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
Donnell Ewert, Director  
Shasta County Health and Human Services  
Agency  
Tax I.D.#:     On File    

Approved as to form:  
RUBIN E. CRUSE, JR.  
County Counsel

*ABCx 4/12/20*  
\_\_\_\_\_  
By: Alan B. Cox  
Deputy County Counsel III

**RISK MANAGEMENT APPROVAL**

By: *[Signature]* 04/10/20  
\_\_\_\_\_  
James Johnson  
Risk Management Analyst III

**SIERRA**

Date: \_\_\_\_\_

\_\_\_\_\_  
Vickie Clark, Director  
Sierra County Public Health

Approved as to form:

Date: \_\_\_\_\_

\_\_\_\_\_  
David Prentice  
County Counsel