

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

MEETING DATE: July 5, 2022	TYPE OF AGENDA ITEM: <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: Agreement between County of Sierra and Northern California EMS, Inc. for Local Emergency Medical Services Agency (LEMSA) Deliverables Hospital Preparedness Program (HPP) for Fiscal Year 2022-2023.

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? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <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 2022- _____ Agreement 2022- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Vickie Clark, Director of Public Health and Social Services

Reference: Agenda Item

Date of memo: June 15, 2022

Date of Board Meeting: July 5, 2022

Requested Action: Agreement between County of Sierra and Northern California EMS, Inc. for Local Emergency Medical Services Agency (LEMSA) Deliverables Hospital Preparedness Program (HPP) for Fiscal Year 2022-2023.

Funding

Budgeted? Yes No

Revenue	11,225.40	HPP FY 22-23
Expenses	11,245.40	HPP FY 22-23
Difference	0	

Background Information: This agreement is paid by the Hospital Preparedness Program (HPP) grant FY 22-23, 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). The HPP's plan and agreement are currently with the state awaiting approval. Funding this agreement is always contingent on those funds. 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 22-23**

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, LEMSAs Deliverables, for fiscal year 2022-2023.

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, 2022 and shall end June 30, 2023, or until terminated as provided herein.

ARTICLE 2. SERVICES TO BE PERFORMED BY LEMSAs

Specific Services

Section 2.01. Pursuant to the terms and conditions of this agreement **LEMSAs** shall perform the baseline deliverables, objectives and activities as indicated in FY 22-23 Hospital Preparedness Program (HPP) Multi-County LEMSAs Work Plan submitted to the county as set forth in Attachment “b.” 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 **LEMSAs**. Changes shall not exceed project hours or compensation amount.

Method of Performing Services

Section 2.02. **LEMSAs** 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 **LEMSAs** performs the services which are the subject matter of this Agreement; provided, always however, that the services to be provided by **LEMSAs** 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 FY22-23 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. **LEMSA** shall (at minimum quarterly) submit to **COUNTY** an itemized statement or invoice of services rendered during the preceding time frame. **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: _____
Paul Roen
Chairman, Board of Supervisors

Date: _____

By: _____
Heather Foster
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

By: _____
David Prentice
County Counsel

Date: _____

NORTHERN CALIFORNIA EMS, INC.

By: Donna Stone
Donna Stone
Chief Executive Officer

Date: 6-18-2022