



# LASSEN COUNTY

## Health and Social Services Department

■ **HSS Administration**

1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8128

□ **Grants & Loans Division**

1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-2683

□ **Behavioral Health**

555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108 / 8112  
**Chestnut Annex**  
1400-A & B Chestnut Street  
Susanville, CA 96130  
(530) 251-8112

□ **Patients' Rights Advocate**

1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8322

□ **Public Health**

1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183

□ **Environmental Health**

1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183

□ **Public Guardian**

720-A Richmond Road  
Susanville, CA 96130  
(530) 251-8337

□ **Community Social Services**

**Lassen WORKS**

P. O. Box 1359  
720 Richmond Road  
Susanville, CA 96130  
(530) 251-8152

**Business & Career Network**

1616 Chestnut Street  
Susanville, CA 96130  
(530) 257-5057

**Child & Family Services**

1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8277

**Adult Services**

720 Richmond Road  
Susanville, CA 96130  
(530) 251-8158

□ **HSS Fiscal**

P. O. Box 1180  
Susanville, CA 96130

**Date:** October 10, 2017

**To:** Aaron Albaugh, Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Director *DB for Barbara Longo*  
Health & Social Services

**Subject:** Service Agreement with Shasta County to Facilitate Regional  
Epidemiological Activities

**Background:**

The agreement with Shasta County will provide epidemiological services focusing on communicable disease and bioterrorism by maintaining a regional notifiable disease tracking system to help Lassen County determine when an outbreak occurs within the region. Shasta County will also provide epidemiological assistance to Lassen County during an outbreak situation as well as conducting and providing training to Lassen County Staff.

**Fiscal Impact:**

There is no impact to County General Funds. Costs are covered by Public Health funds.

**Action Requested:**

1) Approve the Agreement, and 2) authorize the County Administrative Officer to execute the amendment.



## **PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND COUNTY OF LASSEN**

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 Lassen, a political subdivision of the State of California ("Lassen"), (collectively, the "Parties" and individually a "Party"), for the purpose of facilitating regional epidemiological activities.

### **Section 1. RESPONSIBILITIES OF LASSEN.**

A. Pursuant to the terms and conditions of this agreement, Lassen 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 Lassen each month, to permit Shasta to complete the responsibilities listed in Section 2.
- (2) Follow regional plans and 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.**

Shasta shall:

A. Provide epidemiological services focusing on communicable disease and bioterrorism by:

- (1) Maintaining a regional notifiable disease tracking system to help Lassen determine when an outbreak occurs within the region. Shasta will notify other counties when an outbreak occurs for the purpose of surveillance and prevention.
- (2) Conduct communicable disease surveillance by distributing a regional monthly communicable disease summary report.
- (3) Providing epidemiological assistance to Lassen during an outbreak situation. Duties may include, but not be 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.
- (4) Monitoring Epi-X and other surveillance systems to relay pertinent health threat information to Lassen.
- (5) Conducting a training needs assessment with Lassen staff and if requested, provide an epidemiological training session to Lassen staff.

B. Assist Lassen to meet its epidemiological requirements for the 2017-18, 2018-19, and 2019-20 grant from the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Emergency Preparedness by:

- (1) Consulting with Lassen to prepare the epidemiological sections of the grant on an annual basis.
- (2) Consulting with Lassen to prepare the epidemiological sections of the bi-annual progress reports.
- (3) Coordinate an epidemiologic component with Lassen 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. Shasta shall be paid by Lassen for the services described in this agreement, as follows:
- (1) \$6,727.07 for fiscal year ("FY") 2017-18;
  - (2) \$6,733.84 for FY 2018-19; and
  - (3) \$6,734.59 for FY 2019-20.
- B. In no case whatsoever shall the maximum amount payable under this agreement exceed \$20,195.50.

**Section 4. BILLING AND PAYMENT.**

- A. Shasta shall bill Lassen, Attn: HHSA Fiscal Dept., P.O. Box 1180, Susanville, CA 96130, as follows:
- (1) By January 15, 2018, for the first six months of FY 2017-18 in the amount of \$3,363.53.
  - (2) By July 15, 2018, for the remaining six months of FY 2017-18 in the amount of \$3,363.54.
  - (3) By January 15, 2019, for the first six months of FY 2018-19 in the amount of \$3,366.92.
  - (4) By July 15, 2019, for the remaining six months of FY 2018-19 in the amount of \$3,366.92.
  - (5) By January 15, 2020, for the first six months of FY 2019-20 in the amount of \$3,367.29.
  - (6) By July 15, 2020, for the remaining six months of FY 2019-20 in the amount of \$3,367.30.
- B. Lassen shall make payment within 30 days of receipt of Shasta's correct and approved invoice to Fiscal Unit, Shasta County Health & Human Services Agency, 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, 2017, and shall end June 30, 2020, except for the final invoice which will be due by July 15, 2020, and the payment thereof, which shall be due no later than August 15, 2020.

**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. Lassen shall pay Shasta for all work satisfactorily completed as of the date of notice.
- 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, Health and Human Services Agency ("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. Lassen 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 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 Lassen and the HHSA Director or any HHSA Branch Director designated by the HHSA 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 Lassen 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 Lassen 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.**

- A. Without limiting either Party's duty of defense and indemnification, both Parties and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the Parties and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by each Party.
- B. Both Parties and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover subcontractors, partner(s), subcontractor's partner(s), employees, and subcontractor(s') employees with

an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by either Party or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against each Party, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Both Parties hereby certify that they are aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and both Parties shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

C. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for either Party or subcontractor shall be disclosed to and be subject to approval by the Shasta Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, each Party or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, each Party or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *the other Party, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the other Party*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Each Party shall provide the other Party with an endorsement or amendment to the policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Lassen shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Lassen fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, Shasta may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Lassen shall provide Shasta a certificate of insurance reflecting those limits.
- (8) Any of each Party’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the other Party.

**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 federal, state, and local laws, ordinances, and codes 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.

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

- A. Shasta, federal, and state officials shall have access to any books, documents, papers, and records of Lassen that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Lassen or Shasta. Except where longer retention is required by federal or state law, Lassen shall maintain all records for five years after Lassen 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, or Shasta or Lassen audit directly related to the provisions of this agreement. Shasta agrees to repay Lassen the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Shasta agrees that Lassen may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Shasta.

**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, the State of California, the Shasta of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by Shasta. 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 by Shasta.

**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 Lassen:                      Director  
   Lassen County Public Health Department  
   1445 Paul Bunyan Road  
   Susanville, CA 96130  
   Phone: 530-251-8183  
   Fax: 530-251-2668

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.

**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 Lassen 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.

COUNTY OF SHASTA

Date: 4/24/17

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL  
Alan B. Cox 04/25/17  
Alan B. Cox  
Deputy County Counsel

Lawrence G. Lees  
County Executive Officer

RISK MANAGEMENT APPROVAL

BY: James Johnson 04/24/17  
James Johnson  
Risk Management Analyst

COUNTY OF LASSEN

Date: 7/29/2017  
Barbara Longo

Melody Brawley  
Melody Brawley, Director  
Health and Social Services

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

Richard Egan  
Richard Egan  
County Administrative Officer

Approved as to form:

Robert M. Burns  
Lassen County Counsel

Date: 5/8/17

Andrew Haut  
Andrew Haut  
Attorney for County Counsel

Tax I.D.#: On File