



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: November 14, 2017

To: Aaron Albaugh, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health & Social Services

Subject: Service Agreement with Northern California EMS, Inc. a Local
Emergency Medical Services Agency (LEMSA) deliverables
Hospital Preparedness Program (HPP) for FY 2017/2018

Background:

The agreement between Northern California EMS, Inc. and Lassen County Public Health will allow the county to strengthen and further integrate the EMS response to public health and medical emergencies.

Fiscal Impact:

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

Action Requested:

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



**AGREEMENT BETWEEN COUNTY OF LASSEN
AND
NORTHERN CALIFORNIA EMS, INC.
LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA) DELIVERABLES
HOSPITAL PREPAREDNESS PROGRAM (HPP) FISCAL YEAR FY 17-18**

THIS AGREEMENT is entered into by and between **LASSEN 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 2017-2018.

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, 2017 and shall end June 30, 2018, or until terminated as provided herein.

ARTICLE 2. SERVICES TO BE PERFORMED BY LEMS A

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 17-18 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 CDPH 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 FY17-18 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 LEMS A

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:

Barbara Longo, Director
Health and Social Services Department
County of Lassen
1445 Paul Bunyan Road
Susanville, CA 96130

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 LASSEN

By: _____
Richard Egan
County Executive Officer

Date: _____

By: _____
Barbara Longo, Director
Health and Social Services Department

Date: _____

APPROVED AS TO FORM:

By: _____

Andrew Haut
Attorney for County Counsel

Date: 10/22/17

NORTHERN CALIFORNIA EMS, INC.

By: _____
Dan Spiess
Chief Executive Officer

Date: _____

ATTACHMENT “A”

CAPABILITY 4: MEDICAL SURGE – LEMSA**Strengthen and further integrate the EMS response to public health and medical emergencies.****Objective 1 (Domain 1, Activity 4)****LEMSA:**

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

Activities

1	Nor-Cal EMS staff will plan to participate quarterly in local HPP planning meetings for the five OAs in person or via conference calls.
2	Nor-Cal EMS will participate in the Statewide Medical Health Exercise in November 2017. When prompted by OAs during their exercise, Nor-Cal EMS will perform supporting LEMSA functions appropriate to and aligned with the multi-county LEMSA role and through the RDMHS and MHOAC Programs.
3	Nor-Cal EMS will participate in local OA level exercises when requested. Nor-Cal EMS will perform supporting LEMSA functions appropriate to and aligned with the multi-county LEMSA role and through the RDMHS and MHOAC programs.

Objective 2 (Domain 5, Mgmt of Medical Surge Activity 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.

Activities

1	A deliverable completed in HPP FY16-17 provided for document and policy development for evaluation of MCI events within the Nor-Cal EMS 6-county region. Utilizing these documents, Nor-Cal will conduct an internal review of all actual major MCI events that occur in the Nor-Cal EMS region during FY17-18. This will include the actions of first responders, prehospital providers, the Control Facility and Receiving Facilities. Information will be collected from each of the MCI participant agencies. The results of the review will be distributed to those agencies to be utilized as a learning/training tool.
2	In the first quarter of 2017, Nor-Cal EMS developed and distributed Control Facility / Receiving Facility training documents to all facilities within the 6-county region. Nor-Cal EMS will conduct this training in-person for all receiving facilities within the LEMSA region. During the course of the training there will also be a review of MCI plans, policies and procedures.

Objective 3 (Domain 5, Mgmt of Medical Surge Activity 4)**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

1	Review of the Regional Transportation Infectious Disease Plan is planned 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 Region III RDMHS and S-SV EMS for collaborative review and revisions.
2	Nor-Cal EMS will continue to participate, within our 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 pathogenic diseases between frontline hospitals, Assessment Hospitals, and Treatment Centers.
3	Nor-Cal EMS will update and review infectious diseases (including EVD) policies and update as needed.
4	Nor-Cal EMS will build on the infectious disease tabletop exercise developed in HPP FY16-17 to include the approach to other infectious diseases including, but not limited to, Pandemic Influenza and other emerging infectious diseases. Two outreach trainings will be conducted and open to all counties in the LEMSA region.

Objective 4 (Domain 5, Mgmt of Medical Surge Activity 1)**MC 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 staff will review the current prehospital patient tracking documents and reporting mechanism. This is an annual HPP review item since its development during HPP FY13-14. |
| 2 | Following staff and administrative review of the patient tracking form any required changes will be reviewed with prehospital coalition partners and the Medical Control Committee as needed. |
| 3 | During FY16-17 Nor-Cal EMS Implemented Crisis Standard of Care Procedures, to provide a mechanism to alter the EMS delivery system for a disaster response. This includes system orders for patient tracking. Nor-Cal EMS will conduct an annual internal review item for the HPP LEMSA deliverable. Revisions will be made if needed and distributed through the Medical Control Committee review and approval process. |
| 4 | The Region III MCI Plan Manual 2 references the tracking of patient disposition from a declared MCI and/or disaster. 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 policy. |

Objective 5 (Domain 5, Mgmt of Medical Surge Activity 2)**LEMSA:**

Participate in information sharing for 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 | In addition to participating in the quarterly Bed Availability drills, Nor-Cal EMS will conduct 4 ad hoc Bed Availability drills for those facilities in the LEMSA region |

Objective 6 (Domain 2, Activity 4)**LEMSA:**

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

- | | |
|---|---|
| 1 | In the HPP FY16-17 grant, Nor-Cal EMS developed and presented a train the trainer pilot course of EMS MCI/Trauma management skills. The training focuses on Active Shooter/Hostile Event essential knowledge and known gaps. Critical psychomotor skills such as tourniquet indications /applications, bleeding control (to include basic and advanced principals) as well as appropriate PPE (goggles, masks, gloves) were taught. The training was held at a centralized location and open to all counties within the Nor-Cal EMS region. LHDs have requested additional dates for outreach trainings. The training will be reviewed updated and scheduled for each operational area within the LEMSA region. Depending on county requests, one or more county may coordinate a joint training session. |
|---|---|

ATTACHMENT “B”

HPP FY 17-18 LEMSA DELIVERABLES / PROJECT HOURS

	PROJECT HOURS	RATE	TOTAL
LEMSA STAFF 1	391.00	\$21.40	\$8,367.40
CONTRACTOR 1	203.00	\$100.00	\$20,300.00
CONTRACTOR 2	203.00	\$135.00	\$27,405.00
TOTAL	797.00		\$56,072.40

Multi-County LEMSA Allocation	\$56,127.00
Equal Share Per County	\$11,225.40