



LASSEN COUNTY

Health and Social Services Department

☒ **HSS Administration**

☐ **Public Guardian**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128

☐ **Grant and Loans Division**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8309

☐ **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**
1445 Paul Bunyan Road
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

☐ **Community Social Services**
336 Alexander Avenue
Susanville, CA 96130

**LassenWORKS
Business & Career Network**
PO Box 1359
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8152

Child & Family Services
1600 Chestnut Street
Susanville, CA 96130
(530) 251-8277

Adult Services
PO Box 429
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8158

☐ **HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530) 251-2614

Date: May 12, 2020

To: David Teeter, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
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 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 Lassen determine when an outbreak occurs within the region. Shasta will notify other counties when an outbreak occurs in Lassen 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 Lassen 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 Lassen.
 - e. Conducting a training needs assessment with Lassen staff and if requested, provide an epidemiological training session to Lassen staff.
- (2) Assist Lassen 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 Lassen to prepare the epidemiological sections of the grant requirements on an annual basis.
- b. Consulting with Lassen to prepare the epidemiological sections of the grant's bi-annual progress reports.
- c. 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. Lassen shall compensate Shasta for the services described in this agreement, as follows:
 - (1) \$5,972.30 for Fiscal Year ("FY") 2020-21;
 - (2) \$5,954.31 for FY 2021-22; and
 - (3) \$5,935.21 for FY 2022-23.
- B. In no case whatsoever shall the maximum amount payable under this agreement exceed \$17,861.82.

Section 4. BILLING AND PAYMENT.

- A. Shasta shall submit an invoice for payment to Lassen County Public Health Division, Attn: Accounts Payable, P.O. Box 1180, Susanville, CA 96130, as follows:
 - (1) By January 15, 2021, for the first six months of FY 2020-21 in the amount of \$2,986.15.
 - (2) By July 15, 2021, for the remaining six months of FY 2020-21 in the amount of \$2,986.15.
 - (3) By January 15, 2022, for the first six months of FY 2021-22 in the amount of \$2,977.15.
 - (4) By July 15, 2022, for the remaining six months of FY 2021-22 in the amount of \$2,977.16.
 - (5) By January 15, 2023, for the first six months of FY 2022-23 in the amount of \$2,967.60.
 - (6) By July 15, 2023, for the remaining six months of FY 2022-23 in the amount of \$2,967.61.
- 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 ("HHSA"), 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. Lassen shall pay Shasta for all work satisfactorily completed as of the effective date of termination as provided in the written notice from Lassen.
- 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. Lassen 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 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.

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, Lassen, local, federal, and state officials shall have access to any books, documents, papers, and records of Lassen and Shasta 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 and Shasta 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, local, Shasta, or Lassen audit directly related to their responsibilities provided for in 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.

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 Lassen. 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 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.
- 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 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.

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

A.B. Cox 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

LASSEN

Date: *4/30/2020* _____

[Signature]
Barbara Longo, Director
Health and Social Services

Date: _____

Richard Egan
County Administrative Officer

Approved as to form:

Robert M. Burns
Lassen County Counsel

Date: _____

S. Melyssah Rios
Attorney for County Counsel