

AGREEMENT FOR SERVICES

with

THE COUNTY OF EL DORADO

to provide

LOCAL HRSA COORDINATION SERVICES

for the

THE COUNTY OF ALPINE

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado"); and the County of Alpine, a political subdivision of the State of California (hereinafter referred to as "Alpine");

WITNESSETH

WHEREAS, Alpine has a need for administrative support services, on a part-time basis for the Health Resources and Services Administration (HRSA) National Bioterrorism Hospital Preparedness Program; and

WHEREAS, El Dorado, through its Public Health Department Disaster Preparedness Division, shall provide to Alpine administrative support services for the ongoing HRSA Program; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

NOW, THEREFORE, the parties do hereby agree to the following:

ARTICLE I – SCOPE OF SERVICES

El Dorado agrees to provide, on a part-time basis, administrative support services for the ongoing HRSA Program. El Dorado shall provide services under this agreement using the same El Dorado County employee who provides administrative support services to El Dorado County's HRSA Program. The employee functions as the local HRSA coordinator.

Specific responsibilities for the Local HRSA Coordinator Position as described *in Alpine HRSA Grant listed as Exhibit A and in addition include:*

- Develop needed plans, policies, and procedures for surge capacity, including plans for the use of local and regional resources
- Collect data from participating hospital, clinics, and other health care providers
- Develop mutual aid agreement, memorandums of agreement (MOA's), etc
- Coordinate the development and implementation of training and exercises
- Serve as liaison between the health care facilities and Regional Coordinator
- Forward information to the Local Entity for the mid-Year and Final Progress Reports
- Administrative support services to Alpine County's HRSA Program will average 8 hours per week.

ARTICLE II – TERM

The term of this agreement begins on the date of final signature, and shall automatically continue each fiscal year unless funding is withdrawn.

ARTICLE III – COMPENSATION FOR SERVICES

Alpine agrees to compensate El Dorado a total of \$39,000 per fiscal year, for the scope of services described in Article I. Travel expenses which directly benefit Alpine County will be reimbursed by Alpine County.

ARTICLE IV – AMENDMENT

This agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties.

ARTICLE V – TERMINATION AND CANCELLATION

Either party may terminate this Agreement for any reason in whole or in part upon written notice thirty-(30) calendar days prior to its effect. If such prior termination is effected by Alpine, Alpine will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to El Dorado, and for such other services, which parties may agree to in writing as necessary for contract resolution. In no event, however, shall Alpine be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination by Alpine, El Dorado shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, Alpine reserves the right to take over and complete the work by contract or by any other means.

ARTICLE VI – INDEPENDENT LIABILITY

El Dorado is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. El Dorado exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if

any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

El Dorado shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. Employee shall abide by the policies and procedures which apply to all Alpine County employees.

ARTICLE VII – NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, return receipt requested.

Notices to Alpine shall be in duplicate and addressed as follows:

ALPINE COUNTY HEALTH AND HUMAN SERVICES
75-B DIAMOND VALLEY ROAD
MARKLEEVILLE, CA 96120
ATTN: CINDY HANNAH, DIRECTOR

or to such other location as Alpine directs.

Notices to El Dorado shall be as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

Or to such other location as El Dorado directs.

ARTICLE VIII – TAXPAYER IDENTIFICATION / FORM W9

All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to Alpine shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE IX – INDEMNITY

El Dorado shall indemnify, defend and hold harmless Alpine, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of El Dorado, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

Alpine shall indemnify, defend and hold harmless El Dorado, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of Alpine, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

ARTICLE X – INSURANCE

El Dorado County is self-insured. Alpine accepts El Dorado's self-insurance program as adequate for the purposes of this Agreement.

ARTICLE XI – ADMINISTRATOR

The El Dorado County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

ARTICLE XII – AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIII – PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIV – HIPAA

If El Dorado receives any individually identifiable health information ("Protected Health Information" or "PHI"), El Dorado shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XV – ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

COUNTY OF ALPINE

By: Gunter E. Kaiser
Gunter Kaiser, Chairman
Alpine County Board of Supervisors

Date: 04-18-2006

ATTEST:

By: Barbara Howard
Barbara K. Jones
Alpine County Clerk

Date: 04-18-2006

Approved as to Form:

By: Martin Fine
Martin Fine
Alpine County Counsel

Date: 4-18-06

COUNTY OF EL DORADO

By: James R. Sweeney
James R. Sweeney, Chairman
El Dorado County Board of Supervisors

Date: 5-16-06

ATTEST:
Cindy Keck, Clerk

By: Cindy Keck Date: 5-16-06
Deputy Clerk

Attachment B - Application Narrative

INTRODUCTION:

Please provide an overview of the following components as they relate to the local entity/coalition and the considerations taken based on the components during your planning process.

- Describe the planning process and representatives included.
- Describe area demographics and topography including county population and major rural and urban priorities in the planning process
- Describe components of the local health care system from critical care, inpatient, out-patient, and pre-hospital including considerations for triaging contagious patients before they enter health care facilities.
- Describe relative risks of a terrorist act and/or natural disasters, i.e., popular tourist attractions, extensive agriculture resources, concentration of government buildings/activities.

PLANNING PROCESS MEETINGS ARE HELD ON THE THIRD THURSDAY OF EACH MONTH AS PART OF BIOTERRORISM AND DISASTER COUNCIL MEETINGS. MEMBERS INCLUDE REPRESENTATIVES FROM THE LOCAL RED CROSS, SHERIFF'S DEPARTMENT, VOLUNTEER EMS AGENCY AND THE COUNTY HEALTH DEPARTMENT.

ALPINE COUNTY IS A VERY RURAL AND MOUNTAINOUS REGION, WITH A TOTAL POPULATION NUMBERS ABOUT 1200. WE HAVE NO URBAN AREAS, HOSPITALS, OR PHARMACIES. WE RELY COMPLETELY ON A VOLUNTEER EMS AGENCY AND FIRE DEPARTMENTS.

THERE IS ONLY ONE PART TIME PHYSICIAN AVAILABLE 2 DAYS A WEEK IN THE COUNTY HEALTH DEPARTMENT.

THERE IS VERY LITTLE IF ANY RISK OF A TERRORIST EVENT, BUT THERE IS A MUCH HIGHER RISK OF A WILDLAND FIRE OR FLOODING.

Name of Local Entity Alpine County Date 11/09/05 RSA PRIORITY AREA
#2: SURGE CAPACITY

CRITICAL BENCHMARK #2-1: HOSPITAL BED CAPACITY

Establish systems that, at a minimum, can provide triage treatment and initial stabilization, above the current daily staffed bed capacity, for the following classes of adult and pediatric patients requiring hospitalization within three hours in the wake of a terrorism incident or other public health emergency:

- a. 500 cases per million population for patients with symptoms of acute infectious disease – especially smallpox, anthrax, plague, tularemia and influenza;
- b. 50 cases per million population for patients with symptoms of acute botulinum intoxication or other acute chemical poisoning – especially that resulting from nerve agent exposure;
- c. 50 cases per million population for patients suffering burn or trauma; and
- d. 50 cases per million population for patients manifesting the symptoms of radiation-induced injury – especially bone marrow suppression.

Minimal Level of Readiness

Awardees will have systems that allow for the triage treatment and initial stabilization for the following classes of adult and pediatric patients requiring hospitalization within three hours in the wake of a terrorism incident or other public health emergency:

- 500 cases per million population for patients with symptoms of acute infectious disease – especially smallpox, anthrax, plague, tularemia and influenza;
- 50 cases per million population for patients with symptoms of acute botulinum intoxication or other acute chemical poisoning – especially that resulting from nerve agent exposure;
- 50 cases per million population for patients suffering burn or trauma; and
- 50 cases per million population for patients manifesting the symptoms of radiation-induced injury – especially bone marrow suppression.

1. Please list the number of patients for whom triage, treatment and initial

Attachment B – Application Narrative

stabilization would be available within three hours in the wake of a terrorism incident or other public health emergency:

Patients with symptoms of acute infectious disease?: If patients developed these symptoms during available clinic hours on Tuesday or Thursday we could handle 8-10 on those days. During the remainder of the week all such patients would need to seek care out of the county.

Patients with symptoms of acute chemical poisoning?: See above

Patients with symptoms of acute botulinum intoxication or other acute chemical poisoning?: 2 or 3 such patients on clinic days only. Patients suffering burn or trauma?: None. Our volunteer ambulance would be called (if available) and transport these patients out of county.

Patients manifesting symptoms of radiation-induced injury?: See burn or trauma above.

2. Briefly describe your level of preparedness to date and list the proposed activities that will occur in FY 05 under this benchmark.

We will be planning to meet with health officials in El Dorado County and with the state of Nevada as part of the ongoing region IV and California and Nevada BT meetings respectively. This grant cycle we will concentrate on upgrading and preparing the 2 satellite clinics that we have in Bear Valley and Kirkwood. Although these two clinics are within Alpine County, during the winter they are usually inaccessible. We will purchase provisional first responder equipment for their designated places of shelter in the event of an emergency. We will also be upgrading some deficiencies within the mobile medical unit which includes wiring and storage issues.

Please provide a timeline for completing each proposed activity.
COMPLETION OF MEETING WILL BE ONGOING, COMPLETION HAVE
PURCHASING FOR BEAR VALLEY AND KIRKWOOD BY JULY 2006.

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HRSA PRIORITY AREA #2: SURGE CAPACITY

CRITICAL BENCHMARK #2-2: ISOLATION CAPACITY

Ensure that all participating hospitals have the capacity to maintain, in negative pressure isolation, at least one suspected case of a highly infectious disease (e.g., smallpox, pneumonic plague, SARS, influenza and hemorrhagic fevers) or febrile patient with a suspect rash or other symptoms of concern who might be developing a highly communicable disease.

Awardees must identify at least one regional healthcare facility, in each awardee defined region, that is able to support the initial evaluation and treatment of at least 10 adult and pediatric patients at a time in negative pressure isolation within 3 hours post-event.

Minimal Level of Readiness

1. 100% of participating hospitals have the capacity to maintain at least one suspected highly infectious disease case in negative pressure isolation.
2. 100% of awardee defined regions will have identified and upgraded (if needed) regional healthcare facilities to support the initial evaluation and treatment of at least 10 adult and pediatric patients at a time in negative pressure isolation within 3 hours post-event.

1. Please list the hospitals that have the capacity to maintain at least one suspected highly infectious disease case in negative pressure Isolation : none

3. Please list the proposed activities that will occur in FY 05 under this benchmark:
Coordination with El Dorado County and the State of Nevada.

4. Please provide a timeline for completing each proposed activity:
ver the next Fiscal Year

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HRSA PRIORITY AREA #2: SURGE CAPACITY

Critical Benchmark #2-5: PHARMACEUTICAL CACHES

Establish a regional system that insures a sufficient supply of pharmaceuticals to provide prophylaxis for 3 days to hospital personnel (medical and ancillary staff), hospital based emergency first responders and their families -- in the wake of a terrorist-induced outbreak of anthrax or other disease for which such countermeasures are appropriate.

Minimal Level of Readiness:

1. 100% of participating hospitals will have access to pharmaceutical caches sufficient to cover hospital personnel (medical and ancillary), hospital based emergency first responders and family members associated with their facilities for a 72-hour time period.
 - 1a. Please report the number of hospital personnel (medical and ancillary) and hospital-based emergency first responders in the jurisdiction, by facility: one
 - 1b. Please report the number of family members associated with these facilities: N/A
 - 1c. Please report the number of hospital personnel (medical and ancillary), hospital-based emergency first responders, and family members for whom a 3-day prophylaxis is available: 100 first responders and family members. We have no hospital.
2. Please list the proposed activities that will occur in FY 05 under this benchmark: This fiscal year we are putting a strong emphasis on preparing the satellite office in Bear Valley. We will be purchasing a pharmaceutical caches for the first responders and their families in Bear Valley.
3. Please provide a timeline for completing each proposed activity: To be completed by July 2006.

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HRSA PRIORITY AREA #2: SURGE CAPACITY

Critical Benchmark #2-6: PERSONAL PROTECTION

Each awardee must ensure adequate personal protective equipment (PPE) per awardee defined region, to protect current and additional health care personnel, during an incident. This benchmark is tied directly to the number of health care personnel the awardee must provide to support surge capacity for beds.

The level of PPE will be established based on the Hazards Vulnerability Analysis (HVA), and the level of decontamination that is being designed in CBM 2.7.

Minimal Level of Readiness

1. Awardees will possess sufficient numbers of PPE to protect both the current and additional health care personnel deployed in support of an event. Awardees will develop contingency plans to establish sufficient numbers of PPE to protect both the current and additional health care personnel expected to be deployed in support of predictable high-risk scenarios.

1. Please list the number of PPE available in each participating hospital or health care system: 10

2. Please list the proposed activities that will occur in FY 05 under this benchmark. None. Purchase 5 PPE ensembles and breathing apparatus for Kirkwood responders.

3. Please provide a timeline for completing each proposed activity: July 2006

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HRSA PRIORITY AREA #2: SURGE CAPACITY

Critical Benchmark #2-7: DECONTAMINATION

Insure that adequate portable or fixed decontamination systems exist for managing adult & pediatric patients as well as health care personnel, who have been exposed during a chemical, biological, radiological, or explosive incident in accordance with the numbers associated with CBM # 2-1.

Minimal Level of Readiness

Awardees will possess sufficient numbers of fixed and/or portable decontamination facilities for managing adult and pediatric victims as well as health care personnel, who have been exposed during a chemical, radiological, biological or explosive incident.

1. Please list the number of fixed and/or portable decontamination facilities available by participating hospital or health care system: It is currently under construction at the local volunteer fire station in Woodfords.
2. Please list the proposed activities that will occur in FY 05 under this benchmark.: Completion of the decontamination shower at the above fire station using HRSA year 3 funds. Begin on upgrades of the showers in Bear Valley.
3. Please provide a timeline for completing each proposed activity.: AUGUST 2006.

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HRSA PRIORITY AREA #2: SURGE CAPACITY

Critical Benchmark #2-10: COMMUNICATIONS AND INFORMATION TECHNOLOGY

Establish a secure and redundant communications system that insures connectivity during a terrorist incident or other public health emergency between health care facilities and state and local health departments, emergency medical services, emergency management agencies, public safety agencies, neighboring jurisdictions and federal public health official

Minimal Level of Readiness:

All participating hospitals will have secure and redundant communications systems that allow connectivity to all other healthcare entities and emergency response agencies responding to a terrorist event or other public health emergency.

1. Please describe the current communications capacity of the local jurisdiction: satellite phone, ground line, e-mail, CAHAN alert system, and police radio (with 2 units located in the health department).

2. Please list the proposed activities that will occur in FY 05 under this benchmark: We want to put a major effort towards development of a reliable cell phone system. We will be augmenting the current cell phone towers with more solar collectors and backup generators. We will also be installing a satellite system within the Alpine County Health Department increase conventional internet system is unavailable in an emergency we will have a back up system. Install 6 satellite docking stations within Alpine County. Locations are chosen based on shelters and primary command centers such as Alpine County Health Department, Alpine County Sheriff's Department, Kirkwood Fire Station, Bear Valley's Perry Walter Building, the Farly Learning Center, and Diamond Valley School. Purchase military pagers with chargers for Kirkwood and Bear Valley volunteers and a satellite phone for Kirkwood.

3. Please provide a timeline for completing each proposed activity: The cell phone upgrades should begin this fiscal year but total completion is not expected for 2 years. The purchasing and installation of equipment will be completed by July 2006.

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HRSA PRIORITY AREA #5: EDUCATION AND PREPAREDNESS TRAINING

Critical Benchmark #5: EDUCATION AND PREPAREDNESS TRAINING

Awardees will utilize competency-based education and training programs for adult and pediatric pre-hospital, hospital, and outpatient health care personnel responding to a terrorist incident or other public health emergency.

Minimal Level of Readiness

Education and training programs for adult and pediatric pre-hospital, hospital, and outpatient health care personnel are competency based.

1. Please indicate all education and training efforts to date: For this fiscal year an SNS tabletop smallpox outbreak drill was held on August 29 2005, and a natural disaster tabletop drill was held on Oct 12 2005
2. Please list the proposed activities that will occur in FY 05 under this benchmark. With coordination of El Dorado County we intend to coordinate educational activities and preparedness exercises. We will also conduct PPE trainings in Woodfords and Kirkwood.
3. Please provide a timeline for completing each proposed activity; August 2006.

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HRS A PRIORITY AREA #6: TERRORISM PREPAREDNESS EXERCISES

Critical Benchmark #6: Terrorism Preparedness Exercises

As part of the state or jurisdiction's bioterrorism hospital preparedness plan, functional exercises will be conducted during FY 2005 and should be based on the Awardee HYVA. These drills should involve several state agencies and implement the Incident Command Structure (ICS). To the extent possible, members of the public should be invited to participate. These exercises/drills should encompass, if possible, at least one biological agent. The inclusion of scenarios involving radiological and chemical agents as well as explosives may be included as part of the exercises/drills.

Minimal Level of Readiness

Awardees will conduct terrorism preparedness exercises/drills that:

- Contain elements addressing the needs of special populations;
- Emphasize a regional approach; and
- Are coordinated with other state, local and Federal drills and exercises to maximize resources.

1. Please indicate exercises that have been conducted by the entity and those exercises that funded hospitals and health care systems have participated in to date: An SNS tabletop drill conducted on Aug 29, 2005. The scenario involved an outbreak of smallpox.
2. Please list the proposed activities that will occur in FY 05 under this benchmark. We will coordinate with El Dorado County which has greater resources than Alpine County for terrorism tabletop exercises and attend trainings and meetings offered through the state.
3. Please provide a timeline for completing each proposed activity: August 2006.