

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

Department of Public Health

Department Contract Representative	Mayra Barcenas
Telephone Number	(909) 361-1037
Contractor	California Emergency Medical Services Authority
Contractor Representative	Amber Anaya
Telephone Number	909-501-9781
Contract Term	1/11/2021 – 6/30/2021
Original Contract Amount	\$ 1,847,383
Amendment Amount	-
Total Contract Amount	\$ 1,847,383
Cost Center	9300991000

Briefly describe the general nature of the contract:

This is part of the governor's initiative to vaccinate one million individuals by 1/15/2021. On Friday 1/8/2021 the California Department of Public Health asked all counties in California to submit requests for resources needed to accomplish this goal. The request was asked to be submitted via the Medical Health Operational Area Coordinator (MHOAC) process. San Bernardino County is asking for staff to increase number of doses administered in the county.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ 
Adam Ebright, County Counsel

Date 1/13/21

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

EMERGENCY MEDICAL SERVICES AUTHORITY

10901 GOLD CENTER DRIVE, SUITE 400
RANCHO CORDOVA, CA 95670-6073
(916) 322-4336 FAX (916) 324-2875

**California Health Corps Staff Services Agreement**

This Staff Services Agreement (this "Agreement") is made by and between the State of California, as represented by the California Emergency Medical Services Authority (hereinafter the "State") and San Bernardino County Department of Public Health (hereinafter "Facility").

WHEREAS, California is facing a pandemic arising from the spread of the novel coronavirus (COVID-19), including a surge in the number of people who are infected and have COVID-19 (the "Pandemic");

WHEREAS, in response to the Pandemic, the Governor issued a Proclamation of State of Emergency dated March 4, 2020 and Executive Order (EO) N-25 dated March 12, 2020 (collectively, and as may be further expanded from time to time, the "Emergency Declaration and Executive Order");

WHEREAS, all agencies of the state government are required to perform any and all activities consistent with the direction of the State, pursuant to the Emergency Declaration and Executive Order;

WHEREAS, certain facilities are experiencing a surge in patients or staffing shortages as a result of the Pandemic;

WHEREAS, maximizing the number of qualified healthcare workers in service in California is imperative to ensure that Californians impacted by COVID-19 can access care;

WHEREAS, the State, in accordance with the Emergency Declaration and Executive Order, has established the California Health Corps to ensure adequate staff for treatment sites experiencing staffing impacts due to the Pandemic;

WHEREAS, the Facility, as a result of the Pandemic, requires additional healthcare workers and desires to use Registered Nurses, Licensed Vocational Nurses, or Certified Nurses Assistants registered with the State's California Health Corps (hereinafter "Nurses") to meet the needs of the Facility's patients;

WHEREAS, the State and the Facility desire to set forth in writing the terms and conditions of their agreements and understandings;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. TERM OF AGREEMENT AND TERMINATION

This Agreement shall be in effect until the Governor declares an end to the State of Emergency declared on March 4, 2020, unless terminated earlier pursuant to the terms delineated in this Agreement.

2. DUTIES OF STATE

The State shall:

- a. Assign Nurses on a temporary basis to the Facility for the purposes of addressing shortages of Facility nursing staff resulting from the COVID-19 pandemic.
 - i. Assignments shall be based on the availability of Nurses and shall be made in the sole discretion of the State, subject to acceptance by the Facility,
- b. Confirm that Nurses possess current, valid and unrestricted licenses or certification as applicable,
 - i. The State will not otherwise evaluate Nurse competency or provide Nurse Training.
- c. Maintain responsibility for the payment of Nurse wages, and other compensation, and for any mandatory withholdings and contributions.

3. DUTIES OF FACILITY

The Facility shall:

- a. Supervise assigned Nurses performing the Facility's work in accordance with the Facility's policies and, procedures.
- b. Provide Nurses with an orientation to the Facility's policies and procedures necessary for Nurses to meet the Facility's expectations
- c. Retain responsibility for management of care of the Facility's patients and for ensuring that services provided by the Facility, including services by Nurses, are furnished in accordance with applicable standards.
- d. Furnish, at the cost of the Facility, such equipment, supplies, drugs and other items necessary for Nurses to perform the services provided under this Agreement,
- e. Furnish, at the cost of the Facility, personal protective equipment required to perform Nurses' services under this Agreement,
- f. Notify the State within 24 hours, in writing, of any:
 - i. unexpected incidents, errors and sentinel events that involve Nurses;
 - ii. any occupational safety hazards or events that involve Nurses; or
 - iii. unsatisfactory job performance by Nurses due to incompetence, negligence, or misconduct; or
 - iv. any complaint or claim raised by or against Nurses related to harassment, discrimination and/or relation under applicable state or federal laws.
- g. Track and report to the State, in accordance with such written instructions as may be provided by the State, the hours worked by Nurses, including any overtime or State holidays worked.
- h. Comply with any rules, regulations and any other policies and procedures

covering the Facility, pursuant to both state and federal law, including, but not limited to, laws concerning hours of work and regular breaks for Nurses, equal employment opportunity laws, including Title VII, the Fair Employment and Housing Act, and the California Labor Code.

4. REIMBURSEMENT

- a. In consideration for the services provided to the Facility under this Agreement, the Facility shall reimburse the State based on the applicable Hourly Rate set forth below:
 - i. Registered Nurse: \$45.50 per hour
 - ii. Paramedic: \$33.60 per hour
 - iii. EMT: \$27.60 per hour
 - iv. Licensed Vocational Nurse: \$27.25 per hour
 - v. Certified Nursing Assistant: \$20.02 per hour
- b. The Facility shall reimburse the State, pursuant to the above, based on the staff that are assigned by the State, rather than the initially staff requested by the Facility.
- c. The amounts paid under this Agreement will be the Hourly Rate multiplied by the number of Nurse hours worked and reported by the Facility to the State. In addition, costs for overtime or holiday hours will be charged as applicable.
- d. The State will submit invoices to the Facility at the rates set forth in this section on a schedule to be determined by the State. Full payment for invoices is due within thirty (30) days from the date of invoice, and the Facility shall remit payments in the manner set forth on the invoice.

5. LIABILITY OF THE STATE FOR CLAIMS AGAINST NURSES

In accordance with the Government Claims Act (California Government Code section 810, *et seq.*), the State shall defend any Nurse providing services under this Agreement against any claim or action against the Nurse for an injury arising out of an act or omission occurring within the scope of Nurses employment with the State, including the provision of services under this Agreement, and the State shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the State has agreed and as allowed by law.

6. TERMINATION OF AGREEMENT AND EMPLOYMENT

The State and the Facility hereby agree that during the term of this Agreement and any extensions hereof, this Agreement may be terminated: (i) at will by either party with 10 (ten) day notice; (ii) immediately by mutual consent of both parties; or (iii) immediately upon the State providing written notice to the Facility upon the occurrence of any of the following events:

- a. Suspension, revocation, cancellation, or limitation of the Facility's right to provide any services whether because of loss of the Facility's license or any other reason.
- b. Failure or refusal by the Facility to perform diligently its duties under this

Agreement or to comply with the rules, regulations or other policies established by state and federal law.

- c. The termination of the State of Emergency declared by the Governor on March 4, 2020.

7. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, the Facility shall not discriminate unlawfully against any Nurse because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Facility shall insure that the evaluation and treatment of Nurses are free of such discrimination.

8. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any relationship between the State and the Facility other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, employee or representative of the other. Each party is solely responsible for its own acts or omissions to act.

9. NOTICES

Any and all notices required or permitted to be given pursuant to this Agreement shall be sufficient if in writing and hand delivered to the State or the Facility or if forwarded by registered or certified mail, return receipt requested.

10. ASSIGNABILITY

Neither this Agreement nor any right or interest hereunder shall be assignable by the Facility or its legal representatives without the State's prior written consent.

11. AMENDMENT

No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

12. WAIVER OF BREACH

The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver or breach of any other provision or any subsequent breach of any party.

13. TERMINATION DUE TO LEGISLATURE OR ADMINISTRATIVE CHANGE

In the event that there are changes in applicable federal or state laws or regulations, or a change in other third party reimbursement systems which materially affect this Agreement, the State may immediately terminate this Agreement by providing appropriate notice under Section 6.

14. GOVERNING LAW

The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of California.

15. SEVERABILITY

If any provision of the Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby.

[The remainder of this page has intentionally been left blank.]

16. ENTIRE AGREEMENT

This Agreement and the attachment to this Agreement together constitute the entire agreement and understanding by and between the State and the Facility, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives:

STATE OF CALIFORNIA, CALIFORNIA EMERGENCY MEDICAL SERVICES AUTHORITY:

Date: _____ By: _____

Name: _____

Title: _____

Facility Name: San Bernardino County Department of Public Health

Date: 1/13/2021 By: 

Name: Leonard X. Hernandez

Title: Chief Executive Officer

San Bernardino County Department of Public Health Staffing Questions

Please provide answers to the following questions to aide in the adjudication of your request for staffing. **ALL REQUESTS MUST BE ACCOMPANIED BY A SALESFORCE NUMBER or the request cannot be adjudicated.**

Salesforce RR#:

Facility Name: San Bernardino County Department of Public Health

- Has the Department reached out to other County agencies to assist in additional staffing? The county has over 40 departments. We have reached out to multiple departments for staffing support including Behavioral Health, Probation, Human Resources, Department of Adult and Aging Services, and the County hospital. All of these Departments are currently providing staffing support.
- Has the Department reached out to private/volunteer staffing contract agencies to provide additional staffing in the facility? The County has reached out to contract agencies for staffing support. The agencies below are supplying nurse staffing support. Due to local staffing shortages and competing requests, contractors are not able to accommodate all staffing requests.
 - o Which agency? RCM Health Care Services, Maxim, Care Staffing, 24 hour Medical Staffing.
 - o Why is this agency unable to provide assistance?
* Please list each agency separately
All the agencies above have been able to provide assistance.
 - o Which volunteer agencies? Medical Reserve Corps and student nurses through local universities.
- What is the Department's long-term strategy to continually staff the facility to provide appropriate level of care for the patients within the department?
 - o The Department plans to mass hire over 300 extra help employees over the next weeks to help operationalize mass vaccination clinics.

Please provide the answers to your MHOAC and your local CDPH District Office representative. As a reminder, state sourced staffing is meant to fill short term emergency staffing gaps and is not meant as a long term staffing resource.

Supplemental Staffing Request Information

Requestor Details	
Date of Request:	1/9/21
Resource Request Number:	
Facility Point of Contact:	Mayra Barcenas
Facility Email:	Mayra.Barcenas@dph.sbcounty.go
Facility Phone:	(909) 361-1037

Requesting Facility Details	
Facility Name:	San Bernardino County Dept of Public Health
Facility Type:	Government
Facility Address:	
County:	San Bernardino
Total Facility Capacity:	NA
Number of Free, Patient-Ready Beds:	NA
Does the Facility Currently Have COVID-19 Positive Patients (yes/no):	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Deployment Details		
Requested Deployment Dates:	1/11/2021	6/30/2021
Requested kind of staff and number of each:		
Requested Staff classification (eg. RN, LVN, Paramedic)	Number	
Vaccinators- LVNs, Paramedics, EMTs	100	
Logistics/ Store Keeper/Courier	20	
Office Assistant- PrepMod entry	30	
RN/Public Health Nurse	10	
Pharmacist	2	
Total Number of Staff Requested:	162	

Requested Coverage

Shift Days of the Week (check all that apply)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Shift Duration (in hours): Varies

AM Shift Hours

From: 06:30 **To:** 23:00

Kind of Staff Requested for AM Shift	Number of Staff Requested for Shift
Pharmacist (6:30am - 4:00pm)	1
Registered Nurse (6:30am - 7:00pm)	10
LVNs/EMTs/Paramedic-(7:00am-7:00pm)	100
Logistics (6:30am - 7:00pm)	20
Office Assistant- (7:00am - 7:00pm)	30

PM Shift Hours

From: 13:30 **To:** 23:00

Kind of Staff Requested for PM Shift	Number of Staff Requested for Shift
Pharmacist (1:30pm - 11:00pm)	1

Instructions For Arrival

(eg. instructions for accessing the facility, parking, security, point of contact):

Arrive at our Department Operations Center (DOC) located at 247 South Boyd Street, San Bernardino, CA 92408. The entrance to the building is on Cluster Street. Parking lot is currently being renovated. Park on side streets temporarily. Check in to staff processing unit.

The locations of our 10 mass vaccination sites have not been finalized at this time. The specific addresses will be provided once finalized.

Additional Information

Information not captured in this form or the corresponding Resource Request

We are requesting staffing and supplies for 10 fully equipped mass vaccination clinics in our county:

10 Vaccinators (10 vaccinators per clinic site = 10 potential sites)

10 Registered Nurses -Medical Branch Coordinators, 1 per clinic

20 logistics/couriers (2 per site)

30 Office Assistants- PrepMod data entry staff (3 per site)

2 Pharmacists to cover Monday through Sunday from 6:30am - 11:00pm

Resource Request: Medical and Health Op Area (MHOAC) to Region/State

R E Q U E S T O R	1. Incident Name: COVID-19 Response		2a. DATE: 13-Jan-21	2b. TIME: 1700
	3. Requestor Name, Agency, Position, Phone / Email: San Bernardino County- Dept. of Public Health (SBCDPH) Mayra Barcenas (909) 361 1037		2c. Requestor Tracking #: (Assigned by Requesting Entity) SBCDPH-RQ19	
T O C O M P L E T E	4a. Describe Mission/Tasks: To secure additional resources for the distribution and administration of the COVID-19 vaccine throughout San Bernardino County		4b. Delivery/Reporting/Staging Information: San Bernardino County Department of Public Health 247 S. Boyd Street, San Bernardino CA. 92415	
	5. ORDER SHEETS - USE ATTACHED <input checked="" type="checkbox"/> 6a. SUPPLIES/EQUIPMENT <input checked="" type="checkbox"/> 6b. PERSONNEL <input checked="" type="checkbox"/> 6c. OTHER: <input type="checkbox"/>		7a. OA/MHOAC must confirm that the verification questions in the PH&M EOM have been reviewed and answered. <input checked="" type="checkbox"/> This request meets the submission criteria as stated in the PH&M EOM. <input checked="" type="checkbox"/> The creation of this request was in consultation with the RDMHC Program.	
M H O A C	8. MHOAC/OA EOC Review: (NAME, POSITION, AND SIGNATURE) [SIGNING INDICATES: 1) THE NEED HAS BEEN VERIFIED; 2) RESOURCES ARE NOT AVAILABLE AT THIS LEVEL; and 3) THE REQUEST IS COMPLETE] NAME: Michael Sequeira, Health Officer POSITION: MHOAC and Designee Designee: Melissa German		9. Describing the actions taken on this request so far. SBCDPH is hiring 200-300 personnel for its COVID-19 vaccination program. COVID-19 vaccine has been redistributed to hospitals and COVIDREADI approved partners and through its closed medical point of dispensing sites for Phase 1a: Tiers 1-3.	
	11. Likely Supplier Name/Phone/Email: NOTE: To be completed by the Level/Entity that fills the request (OA EOC, Region, State).		12. Resource Tracking: <input type="checkbox"/> Entered into Resource Tracking System/RIMS <input type="checkbox"/> Demob Expected: <input type="checkbox"/> Demob Completed (if known):	
L O G I S T I C S	10. Additional Order Fulfillment Information:		14. ORDER FILLED AT (check box) <input type="checkbox"/> Operational Area: <input type="checkbox"/> OA within Mutual Aid Region: <input type="checkbox"/> Outside of Region:	
	13. Notes:		16. Finance Section Signature & Date/Time: (Name, Position & Verification)	
F I N A N C E	15. Reply/Comments from Finance:			

Michael Sequeira

ORDER SHEET

6b. ORDER PERSONNEL REQUEST DETAILS

ITEM #	Priority ³	Personnel Type & Probable Duties <small>Indicate required license types (see list below) RN, MD, EMT-I, Pharmacist, LVN, EMT-P, NP, DVM, PA, RCP, MFT, DDS, LCSW, etc.</small>	Number Needed	Minimum Required Clinical Experience <small>(1=current hospital, 2=current clinical, 3=current license, 4=clinical education)</small>	Required Skills, Training, Certs <small>(e.g., PALS, Current ICU experience, Languages, ICS training, Add'l Lic. i.e., PHN, etc.)</small>	Proficiency Skills, Training, Certs	NON-PAID <input type="checkbox"/>		17. Logistics Section: Fulfillment			
							PAID <input type="checkbox"/>	NON-PAID <input type="checkbox"/>	Quantity	Tracking # or DHV Mission Number		
							Approved	Filed				
1	E	Pharmacist (daily Monday - Sunday)	2	3	Licensed Pharmacist				1/13/2021	6/30/2021		
2	U	Vaccinators (10 per site) (LVNs, EMTs, Paramedics)	100	3	Licensed or Certified to administer injections				1/13/2021	2/28/2021		
3	U	Registered Nurses (serving as Medical Branch Coordinators to oversee vaccine; 1 per site)	10	3	RN or Public Health Nurse				1/13/2021	2/28/2021		
4	U	Couriers/Logistics staff	20	3	Driver's License Required				1/13/2021	2/28/2021		
5	U	Data Entry Specialists / Quality Assurance (3 per site)	30		will train in PrepMod or CalVax				1/13/2021	2/28/2021		
Additional Instructions: Schedules for - Pharmacist: 40 hrs x 2 shifts: Daily, 630AM-3:30PM; 2:00-11PM - Vaccinators, Registered Nurses, Couriers and Data Entry Staff: 40 hours weekly; 12 hour shifts; may be extended through 6/30/21											Deliver to/Report to POC (Name, Title, Location, Tele#, Email, Radio, etc.) Mayra Barcenas (909) 361-1037 Mayra.Barcenas@dph.sbcounty.gov DOC Logistics DOCLogisticsSection@dph.sbcounty.gov (909) 252 4006	
Staging & Deployment Details (Parking/staging location? Food/water provided? Housing Provided? Items personnel should bring? Etc.) Provide Additional on Separate Page, if needed.												

³ PRIORITY: (E)mergent <12 hour (RIMS:FLASH/HIGH), (U)rgent >12 hour (RIMS: MEDIUM) or (S)ustainability (RIMS: LOW)