



RESOLUTION No. 24-308

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF THE PROFESSIONAL SERVICES CONTRACT WITH SHERILYNN E. COOKE, M.D. TO SERVE AS THE PUBLIC HEALTH OFFICER AND REGISTRAR FOR THE COUNTY OF NEVADA IN THE MAXIMUM AMOUNT OF \$330,000 FOR THE TERM OF JULY 1, 2024, THROUGH JUNE 30, 2025

WHEREAS the Board of Supervisors of each county is required to appoint a physician that is in good standing and meets the qualifications of a county health officer as set forth in Health and Safety Code section 101005 to serve as the County's Health Officer; and

WHEREAS, the current contract for Public Health Officer and Registrar services for the County of Nevada expires June 30, 2024; and

WHEREAS, the County wishes to enter into a Professional Services Contract with Dr. Cooke to serve as the Public Health Officer and Registrar for the County of Nevada.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California that the Professional Services Contract by and between the County and Sherilynn E. Cooke, M.D. for the provision of Public Health Officer and Registrar services for the term of July 1, 2024, through June 30, 2025 in the maximum amount of \$330,000 be and is hereby approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors is hereby authorized to execute the Contract on behalf of the County of Nevada. This contract is contingent upon the adoption of the fiscal year 2024/25 County budget; the contract begins on July 1, 2024.

Funds to be disbursed from accounts 1589-40101-492-1101/521520, 1589-40101-492-1701/521520, and 1589-40107-492-7122/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of June 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, and Susan Hoek.

Noes: None.

Absent: Hardy Bullock.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

Administering Agency: Nevada County Public Health Department, Health and Human Services Agency
Contract No. RES 24-308
Contract Description: Public Health Officer and Registrar for the County of Nevada.

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of June 25, 2024 by and between the County of Nevada, ("County"), and Sherilynn E. Cooke, M.D. ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three Hundred Thirty Thousand Dollars (\$330,000).**
3. **Term** This Contract shall commence on July 1, 2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit H, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law

or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7,

Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
20. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
21. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at www.sam.gov. to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549
22. **Financial, Statistical and Contract-Related Records:**

- 22.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 22.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 22.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.
23. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
24. **Termination.**
- A. A material breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
 - C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.

- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
25. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

26. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
27. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
28. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
29. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 24, Termination.
30. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
31. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.
32. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
33. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

34. **Additional Contractor Responsibilities**

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

35. **Information Technology Security Requirements** This contract shall not shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

36. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County, Public Health Department of Health and Human Services		Sherilynn E. Cooke, M.D.	
Address:	500 Crown Point Circle Suite 110	Address	2021 Contra Costa Blvd. # 1058
City, St, Zip	Grass Valley, California	City, St, Zip	Pleasant Hill, CA 94523
Attn:	Kathy Cahill	Attn:	Sherilynn Cooke
Email:	Kathy.Cahill@nevadacountyca.gov	Email:	
Phone:	(530) 265-1732	Phone:	

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA: WLSV
By: _____

Date: 08/08/2024

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: me ll

Attest: Clerk of the Board of Supervisors, or designee

Approved As to Form – County Counsel:

By: Jamie Hogenson
Jamie Hogenson (Aug 6, 2024 11:28 PDT)

Date: 08/08/2024

CONTRACTOR: Sherilynn E. Cooke, M.D.

By: Sherilynn Cooke
Sherilynn Cooke (Jul 31, 2024 13:06 PDT)

Date: 07/31/2024

Name: Sherilynn Cooke

* Title: Public Health Officer

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- Exhibit A: [Schedule of Services](#)
- Exhibit B: [Schedule of Charges and Payments](#)
- Exhibit C: [Insurance Requirements](#)
- Exhibit E: [Schedule of HIPAA Provisions](#)
- [Summary Page](#)

EXHIBIT A
SCHEDULE OF SERVICES
SHERILYNN E. COOKE, M.D.

The Contractor shall be primarily responsible for serving as the Public Health Officer and Registrar for Nevada County. Contractor warrants that she is a Doctor of Medicine in good standing and meets the qualifications of a county health officer set forth in Health and Safety Code Section 101005. At the times when the Contractor is providing services under this contract, Contractor shall be empowered to act as the Health Officer for Nevada County.

Services provided by Contractor, estimated to be approximately 32 hours per week, may include but are not limited to:

1. Attend a HIPAA, Bloodborne Pathogen, and Aerosol Transmission of Disease training during the contract year.
2. Identify a weekly work schedule of time in office/working (e.g., 9-3pm MWF) for purposes of meetings and to accommodate document signing.
3. Attend meetings at least one day per month in person at the Nevada County Public Health Department.
4. Respond to after-hours, 24/7 calls in the event of public health emergencies or perceived emergencies
5. Respond to dispatch calls after hours for 24/7 for communicable disease reporting.
6. Consultation to department PHNs (Public Health Nurses) and private community providers regarding diagnosis, treatment, source investigation, reporting, response and management of TB and other communicable disease cases. Provide technical support to manage communicable disease outbreaks in the community.
7. Provision of clinical services for TB patients, consisting of new patient evaluations, development of medication schedule and treatment plans, prescription of medicines and on-going monitoring of patients as needed. The current trend is for the provision of TB clinical services to be provided by primary care or specialty care with Public Health consultation and coordination.
8. Response as Health Officer during a declared incident or emergency including, as appropriate, declaration of a Public Health Emergency.
9. Consultation with Truckee reproductive health clinic staff for urgent cases.
10. Provide guidance on public relations strategies, work with the media, and make public statements/presentations about community health concerns.
11. Serve as County Tuberculosis (TB) Controller, County Sexually Transmitted Disease Controller, and County Communicable Disease Controller.
12. Conduct annual inspection of jail and holding facilities.
13. Attend civic and other community meetings and events to explain and promote the activities and functions of the department and to establish favorable public relations. Provide public speaking presentations as requested.
14. Provide guidance, consultation, and policy direction in a medical capacity to physicians, laboratories, hospitals, health care providers, schools, correctional facilities, and the public for diagnosis, mitigation, and prevention of reportable communicable diseases, sexually transmitted diseases, TB, and other public health conditions and diseases.
15. Provide medical consultation to the public and environmental health programs in compliance with California Health and Safety Codes and local ordinances.
16. Participate at statewide meetings, trainings, and conferences, and local boards and commissions including California Conference of Local Health Officers (CCLHO), California Department of Public Health (CDPH), TB Controllers Association, Health Officers Association of California (HOAC), and Partnership Medi-Cal Managed Care (MCP) meetings.

17. Participate in periodic emergency disaster drills and respond to emergency management inquiries.
18. Support the Vital Records Registration Unit including answering questions regarding causes of death.
19. Consultation to the Environmental Health Department in the event of a hazardous waste spill or other environmental health threat.
20. Consultation with Animal Control regarding rabies questions and other potential zoonoses.
21. Act as Medical and Health Operational Area Coordination (MHOAC) Program Coordinator.
22. Consultation with Senior Outreach Nurses regarding complicated cases.
23. Any other activities to support the department as requested and appropriate for the Health Officer.
24. County shall provide Contractor with a County-owned iPhone and laptop computer for the purposes of communicating with County staff and contractors and conducting County business. Contractor shall access Personal Health Information (PHI) which is owned, maintained or controlled by the County, only at County facilities or electronically utilizing County-provided electronic equipment, or on a personal electronic device that has been set up for remote wipe by County if the device is lost or stolen. Contractor shall report immediately to the County if a personal device which accesses County information is lost or stolen. Contractor shall ensure that such electronic equipment is password protected at all times and that access is limited to her only. Contractor shall not remove any County files containing PHI from County facilities.
25. Notwithstanding Contractor's legal status as an independent contractor, Contractor shall be deemed to be a County "workforce member" as defined by 45 CFR 160.103 strictly for purposes of HIPAA compliance and ensuring the confidentiality of PHI. Contractor shall comply with all County policies, procedures and requirements related to HIPAA compliance.

In addition to the above stated duties, the Contractor may also provide the following Program Planning and Policy Development for Medi-Cal Services for Medi-Cal Clients and Non-Medical Clients (Code 17) for the Medi-Cal Administrative Activities (MAA) Program:

- Development of strategies to assess and increase Medi-Cal system capacity and close Medi-Cal service gaps.
- Analysis of Medi-Cal data related to a specific program or specific group.
- Interagency coordination to improve delivery of Medi-Cal services.
- Examples include implementation of the California Advancing and Innovating Medi-Cal (CalAIM) program and attending meetings with the MCP for Nevada County.

The above MAA activities may include attending/facilitating planning meetings with community partners and other agencies which work with clients to improve the delivery of Medi-Cal services.

Contractor agrees to document the time spent on these Medi-Cal eligible activities in a monthly log, invoice, and/or calendar.

As this agreement will be funded with monies received by County pursuant to agreement(s) with the state or federal government in which county is the grantee, Contractor will comply with all the provisions of said agreements, and said provisions shall be deemed a part of this agreement, as though fully set forth herein. Upon request, County will deliver a copy of said agreement(s) to Contractor, at no cost to Contractor.

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
SHERILYNN E. COOKE, M.D.

The maximum contract obligation for services provided under this Contract shall not exceed \$330,000 as follows:

Public Health Officer and Registrar Duties	\$317,698
Travel/Training Reimbursement	\$ 10,000
Drug Enforcement Agency (DEA) Certificate	\$ 888
California Medical License Fee	\$ 1,194
Internal Medicine Board Certification	\$ 220
Total	\$330,000

County shall reimburse Contractor at the rate of \$200.00 per hour. Contractor agrees to bill in the minimum of fifteen (15) minute increments. Of the total contract maximum, up to \$10,000 may be used to reimburse the Contractor for costs related to attending conferences for CME (Continuing Medical Education) units/courses or meetings with the MCP or State/Regional CDPH, CCLHO, TB Controllers Association, and HOAC meetings, \$888 for Drug Enforcement Agency (DEA) Certification, \$1,194 for California Medical License Fee, and \$220 annually for Internal Medicine Board Certification.

In consideration of services provided by Contractor under this Agreement, County shall provide general liability insurance and professional liability (malpractice) insurance, for which coverage shall be specifically limited to liabilities from services provided by Contractor under this Agreement.

County and Contractor recognize and acknowledge that Contractor shall act as an Independent Contractor and sole proprietor in providing services under the terms of this agreement and, as such, shall not be covered under the County's Worker's Compensation policy. Contractor agrees to hold harmless County from any occupational injury suffered by Contractor while performing services pursuant to this agreement.

CERTIFIED PUBLIC EXPENDITURE

The Medi-Cal Administrative Activities (MAA) direct charge for Program Planning and Policy Development for Medi-Cal Services for Medi-Cal Clients and Non-Medical Clients (Code 17) portion of this contract is funded by Public Health Realignment and Medi-Cal Administrative Activities prior year revenues.

BILLING AND PAYMENT

Contractor shall separately track time spent on specific funded activities (e.g., Public Health Administration, Medi-Cal Administrative Activities, or Epidemiology and Laboratory Capacity (ELC) funded activities) on a monthly basis. Invoices shall include a breakdown of how many hours are spent on each activity. The invoice shall be e mailed to:

Kathy.Cahill@nevadacountyca.gov, Debbie.Daniel@nevadacountyca.gov, and PH.Fiscal@nevadacountyca.gov

EXHIBIT C
INSURANCE REQUIREMENTS
SHERILYNN E. COOKE, M.D.

Insurance

Contractor understands and agrees to the following: The County in accordance with Government Code section 990 has elected to self-insure or participate in risk pools for general, cyber, and medical malpractice liability. Under this form of insurance, the County covers tort liability arising out of official County business. The County agrees to cover the Contractor for general, cyber, and medical malpractice liability arising out of official County business and for work performed in this agreement; in addition, the County further agrees to name the Contractor as an additional covered party but only for general, cyber, and medical malpractice coverage and only for liability arising out of official County business and for work performed in this agreement with any risk pools the County may participate in.

1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
2. **Workers' Compensation:** CONTRACTOR AFFIRMS UNDER PENALTY OF PERJURY THEY ARE INDEPENDENT AND WITHOUT EMPLOYEES. CONTRACTOR AFFIRMS THEY CARRY HEALTH INSURANCE POLICY, HEALTHCARE SERVICE PLAN, OR DISABILITY INSURANCE COVERING CONTRACTOR FOR BODILY INJURY OR DISEASE. CONTRACTOR FURTHER AGREES TO WAIVE ALL RIGHTS TO WORKERS' COMPENSATION BENEFITS FOR ANY ACCIDENT FOR BODILY INJURY OR DISEASE. CONTRACTOR HEREBY GRANTS TO COUNTY A WAIVER OF ANY RIGHT TO SUBROGATION WHICH ANY INSURER OF SAID CONTRACTOR MAY ACQUIRE AGAINST THE COUNTY BY VIRTUE OF THE PAYMENT OF ANY LOSS UNDER SUCH INSURANCE.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured,

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Exhibit E

Professional Services Agreement-HHSA – HIPAA Provisions

Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers’ compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
9. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to County.
10. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

11. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
12. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
13. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
14. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
15. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
16. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT “E”
SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a “health care provider” and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
2. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
3. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Contract and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
4. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
5. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this Contract by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
6. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PHI to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
7. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an

information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to privacy.officer@nevadacountyca.gov or by calling (530) 265-1740

8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.
10. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.

SUMMARY OF CONTRACT

Sherilynn E. Cooke, M.D.

Description of Services: Public Health Officer and Registrar for the County of Nevada

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$330,000
Contract Start Date: 7/1/2024 **Contract End Date:** 6/30/2025
Liquidated Damages: N/A

INSURANCE POLICIES

Automobile Liability (\$500,000)

FUNDING

1589-40101-492-1101 / 521520	1589-40107-492-7122 / 521520
1589-40101-492-1701 / 521520	

LICENSES AND PREVAILING WAGES

Designate all required licenses: California Medical License

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:					CONTRACTOR:				
Nevada County, Public Health Department of Health and Human Services					Sherilynn E. Cooke, M.D.				
Address:		500 Crown Point Circle Suite 110			Address		2021 Contra Costa Blvd. # 1058		
City, St, Zip		Grass Valley, California			City, St, Zip		Pleasant Hill, CA 94523		
Attn:		Kathy Cahill			Attn:		Sherilynn Cooke		
Email:		Kathy.Cahill@nevadacountyca.gov			Email:				
Phone:		(530) 265-1732			Phone:				
Contractor is a: (check all that apply)					EDD Worksheet Required Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Corporation:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>	Additional Terms & Conditions Included (Grant Specific)				
Non-Profit:	<input type="checkbox"/>	Corp. <input type="checkbox"/>			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Partnership:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/> Limited <input type="checkbox"/>	Subrecipient				
Person:	<input checked="" type="checkbox"/>	Indiv. <input checked="" type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/> Other <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit C: Insurance Requirements
Exhibit B: Schedule of Charges and Payments	Exhibit E: Schedule of HIPAA Provisions

NEVADA COUNTY PUBLIC HEALTH DEPARTMENT

**DECLARATION OF ELIGIBILITY FOR PROSPECTIVE
EMPLOYEES/CONTRACTORS**

POLICY:

The Nevada County Public Health Department (“PHD”) will not employ or engage as contractors any Ineligible Person for any department or program receiving federal funds. An “Ineligible Person” is any individual or entity who: (a) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or, (b) has been convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible.

INSTRUCTIONS:

As a prospective employee or contractor with the PHD, please complete the declaration under penalty of perjury below. If you are or the entity you represent is an Ineligible Person as defined above, please immediately notify the PHD Director.

DECLARATION

I, Sherilynn Cooke (name) on behalf of

myself, or
_____ (corporation, partnership, LLC)

declare under penalty of perjury under the laws of the State of California that:

I am not, or
_____ the entity I represent is not

an Ineligible Person as defined in the Policy recited above. If, while employed or engaged as a contractor by PHD, I (or the entity I represent) become an Ineligible Person, I will notify the PHD Director immediately.

Sherilynn Cooke
Sherilynn Cooke | Jul 31, 2024 | 13:00 PDT

(Signature)

07/31/2024

(Date)