

AGREEMENT BETWEEN THE COUNTY OF NEVADA
AND THE COUNTY OF PLACER
FOR TEMPORARY HEALTH OFFICER COVERAGE

THIS AGREEMENT is formed and entered into this 1st day of July, 2018, by and between the County of Nevada and the County of Placer, both political subdivisions of the State of California, on the following terms and conditions:

WHEREAS, each County has appointed a County Health Officer ("Health Officer") pursuant to Government Code Section 24000(s); and

WHEREAS, said Health Officers are appointed to carry out duties presented, *inter alia*, in the Health and Safety Code Section 101030 *et seq.* and other applicable statutes; and

WHEREAS, each Health Officer from time to time is temporarily absent from his/her county or otherwise unavailable to carry out his/her duties as required by law ("Unavailable"); and

WHEREAS, the counties desire to provide temporary Health Officer Coverage for a County when a Health Officer is temporarily unavailable.

NOW, THEREFORE, it is agreed by and between the Counties as follows:

1. Through this Agreement the Health Officer of either of the Counties may be requested by the other County's Board of Supervisors, Health Officer, County Administrative Officer, or other authorized person ("Requesting County") to carry out the functions of the Requesting County's Health Officer when the Requesting County's Health Officer is unavailable ("Coverage"). The Health Officer of the County providing the Coverage is the "Covering Health Officer" and the County requesting the Coverage is the "Requesting County". The Covering Health Officer shall have all the powers and duties of the Requesting County's Health Officer when providing Coverage for the Requesting County.
2. The consideration of any Requesting County's Health Officer in providing Coverage for a Requesting County pursuant to this Agreement is the mutual covenants expressed herein. The Requesting County shall not be entitled to reimbursement, benefits, or payment of any costs related to the Requesting County's providing the Coverage. The Coverage provided by a Covering County's Health Officer in a Requesting County shall be part of the duties of the Requesting County's Health Officer who shall receive no additional remuneration therefore.
3. It is understood and agreed that Covering Health Officer (including Covering Health Officer's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Covering Health Officer's assigned personnel shall not be entitled to any benefits payable to employees of Requesting County. Requesting County is not required to make any deductions or withholdings from the compensation payable to Covering Health Officer under the provisions of this Agreement; and as an independent contractor, Covering Health Officer hereby indemnifies and holds Requesting County harmless from any and all claims that may be made against Requesting County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

It is further understood and agreed by the parties hereto that Covering Health Officer in the performance of its obligation hereunder is subject to the control or direction of Requesting County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Covering Health Officer for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by Covering Health Officer, such person shall be entirely and exclusively under the direction, supervision, and control of Covering Health Officer. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Covering Health Officer, and Requesting County shall have no right or authority over such persons or the terms of such employment.

It is further understood and agreed that as an independent contractor and not an employee of Requesting County, neither Covering Health Officer nor Covering Health Officer's assigned personnel shall have any entitlement as a Requesting County employee, right to act on behalf of Requesting County in any capacity whatsoever as agent, nor to bind Requesting County to any obligation whatsoever except as expressly provided in this Agreement. Covering Health Officer shall not be covered by workers' compensation; nor shall Covering Health Officer be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by Requesting County to employees of Requesting County.

It is further understood and agreed that Covering Health Officer must issue W-2 and 941 Forms for income and employment tax purposes, for all of Covering Health Officer's assigned personnel under the terms and conditions of this Agreement.

4. The parties agree that the Requesting County shall indemnify, defend and hold the providing County and its Health Officer harmless from any claims, demands, lawsuits, liabilities, judgments and costs attributable thereto, including reasonable attorney's fees, that may arise based on the acts of the Health Officer from the Requesting County when that person is functioning as the Health Officer of the Requesting County based on a specific request from that Requesting County.
5. Each party, at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance in the amount of five (5) million dollars, for general liability, workers compensation, property, professional liability, and business automobile liability. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.
6. A County, or a County Health Officer, who is requested by a Requesting County to provide Coverage may refuse to provide Coverage without penalty or liability to said County and/or its Health Officer. A Covering Health Officer may cease providing Coverage to a Requesting County at any time without penalty or liability to himself/herself or to his or her County. The Covering Health Officer or his or her County will provide reasonable prior written notice of the cessation of coverage to the Requesting County to ensure a reasonable transition and avoid a coverage lapse.

7. Either party hereto may terminate this Agreement in whole or in part upon thirty (30) calendar days' written notice without cause. Upon receipt of a Notice of Termination, all parties 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.
8. All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other, shall be deemed to have been fully given when made in writing and delivered in person or deposited in the United States mail, certified and postage prepaid, addressed to:

COUNTY OF PLACER
Attn: Public Health Officer
3091 County Center Dr, Ste 290
Auburn, CA 95603
Phone: (530) 745-3141
e-mail: ROldham@placer.ca.gov

COUNTY OF NEVADA
Attn: Public Health Officer
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945
Phone: (530) 265-7154
e-mail: Ken.Cutler@co.nevada.ca.us

The address to which any such written communication may be given or sent to either party may be changed by written notice given by such party as above provided.

9. This Agreement shall become effective from July 1, 2018 through June 30, 2021

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

COUNTY OF PLACER:

Jim Holmes
Chair, Placer County Board of Supervisors

COUNTY OF NEVADA:

Edward Scofield
Chair, Nevada County Board of Supervisors

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO FORM:

County Counsel