



# **RESOLUTION No. 20-159**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE PERSONAL SERVICES CONTRACT WITH GLENNAH TROCHET, M.D. PERTAINING TO INTERIM PUBLIC HEALTH OFFICER DUTIES AS REQUIRED BY THE NEVADA COUNTY PUBLIC HEALTH DEPARTMENT TO: 1) INCREASE THE MAXIMUM CONTRACT PRICE FROM \$20,000 TO \$36,000 (AN INCREASE OF \$16,000) DUE TO COVID-19-RELATED WORK AND EMERGENCY SUPPORT; 2) REVISE EXHIBIT "A", SCHEDULE OF SERVICES TO REFLECT THE ADDITION OF SURGE RESPONSE ASSISTANCE; AND 3) AMEND EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE TERM OF JULY 1, 2018 THROUGH JUNE 30, 2020 AND THE AMOUNT AVAILABLE FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2020 (RES. 18-393)**

WHEREAS, on August 14, 2018 per Resolution 18-393, the Nevada County Board of Supervisors authorized the execution of the Renewal Personal Services Contract with Dr. Trochet to serve as the Acting Public Health Officer and Acting Registrar on an interim basis for the County of Nevada when the appointed Health Officer is absent or otherwise unavailable to carry out his/her duties as required by law.

WHEREAS, the Parties desire to Amend their Agreement to increase the maximum contract price from \$20,000 to \$36,000 (an increase of \$16,000) as the need for additional Public Health Officer and Registrar services has increased due to the COVID-19 pandemic and revise Exhibit "A" Schedule of Services to reflect the additional surge response assistance and Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price and the amount available in the current fiscal year.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California that Amendment No. 1 to the Personal Services Contract by and between the County and Glennah Trochet, M.D. for the provision of Public Health Officer and Registrar services for the term of July 1, 2018 through June 30, 2020, be increased by \$16,000 to the maximum amount of \$36,000 and move the unused balance of \$9,800 from Fiscal Year 2018/19 to Fiscal Year 2019/20, be and is hereby approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account 1589-40101-492-1101/521520 and 1589-40107-492-7119/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 12th day of May, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,  
Susan K. Hoek and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Heidi Hall, Chair

5/12/20 cc: P.Health\*  
A-C\*  
Dr. Trochet (1)

**AMENDMENT #1 TO THE RENEWAL CONTRACT  
WITH GLENNAH TROCHET, M.D. (RES 18-393)**

**THIS AMENDMENT** is executed this 12<sup>th</sup> day of May, 2020 by and between GLENNAH TROCHET, M.D., hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract, executed on March 14, 2018 per Resolution No. 18-393; and

**WHEREAS**, the Contractor provides services pertaining to serving as the interim Public Health Officer and Registrar for the County of Nevada; and

**WHEREAS**, the parties desire to amend their Agreement to: 1) increase the maximum contract price from \$20,000 to \$36,000 (an increase of \$16,000); 2) revise Exhibit "A" Schedule of Services to reflect the addition of surge response assistance; and 3) amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price and in the amount available in the current fiscal year.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of March 1, 2020.
2. That the maximum contract price set forth at §2 shall be changed from \$20,000 to \$36,000, an increase of \$16,000.
3. That the Schedule of Services, Exhibit "A" is amended to the revised Exhibit "A" attached hereto and incorporated herein.
4. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
5. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: Heidi Hall  
Heidi Hall  
Chair of the Board of Supervisors

CONTRACTOR:

By: Glennah Trochet, M.D.  
Glennah Trochet, M.D.  
Physician  
633 46<sup>th</sup> Street  
Sacramento, CA 95819

ATTEST

By: Julie Patterson-Hunter  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors



**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**GLENNAH TROCHET, MD**

The Contractor shall be primarily responsible for serving as the Acting Public Health Officer and Acting Registrar on an interim basis for the County of Nevada when the appointed Health Officer is absent or otherwise unavailable to carry out his/her duties as required by law. In addition, Contractor shall provide additional Health Officer support to County during surge events. In entering into this agreement, Contractor warrants that she is a medical doctor 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 as support to Public Health Department staff may include but are not limited to:

1. Consultation to department PHNs (Public Health Nurses) and private providers regarding aspects of diagnoses and treatment, source investigations, appropriate reporting and surveillance of TB and other communicable disease cases.
2. Consultation and assistance to the Emergency Preparedness Coordinator on urgent issues. Assistance in response as Acting Health Officer during a declared incident or emergency.
3. Consultation with Truckee reproductive health clinic staff for urgent cases.
4. Answering of media disease related questions and support to communicable disease efforts in the event of a communicable disease outbreak in the community
5. Support and oversight to the Vital Registration Unit as needed, including answering questions regarding causes of death
6. Consultation to the Environmental Health Division in the event of a hazardous waste spill
7. Consultation with Animal Control regarding rabies questions
8. Any other activities to support the department as requested and appropriate for the Acting Health Officer position.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**GLENNAH TROCHET, MD**

The maximum contract obligation for services provided under this Contract shall not exceed \$36,000 for the entire contract term of July 1, 2018 through June 30, 2020. The contract amount shall not exceed \$200 for Fiscal Year 2018/19 and \$35,800 for Fiscal Year 2019/20.

County shall reimburse Contractor at the rate of \$100 per hour. Contractor agrees to bill in the minimum of fifteen (15) minute increments. County agrees to pay Contractor a flat fee of \$100 for any consecutive period of up to seven (7) days, in which Contractor agrees to be "on call" and available, if necessary, to provide services to Nevada County, whether or not Contractor is actually called upon to render services. For periods of "on call" that are more than seven (7) consecutive days, Contractor will bill \$100 for the additional period in increments of up to seven (7) days each.

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, including while "on call," as this term is used under this agreement.

Contractor shall be reimbursed for mileage at the current IRS mileage rate per mile for trips made in Contractor's car when Contractor is required by Department to travel in order to provide services.

Contractor shall submit a monthly invoice at the end of each month for compensation and mileage to be reimbursed. The invoice shall be delivered or mailed to:

Nevada County Public Health Department  
Attn: Fiscal Office  
500 Crown Point Circle, Suite 110  
Grass Valley, CA 95945