

AGREEMENT FOR PROFESSIONAL SERVICES
Interim Health Officer Services

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of August, 2018, by and between the County of Lake, a political subdivision of the State of California, ("County") and Dr. Gary Pace, a licensed physician ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on August 3, 2018, and terminate upon the recruitment and appointment of a permanent Health Officer for the County of Lake or December 2, 2018 whichever comes first. The agreement can be extended one time for an additional four month term with mutual written agreement by both parties.

2. SERVICES

Contractor shall perform Interim Health Officer Services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference.

3. COMPENSATION

Contractor shall be compensated for services performed on a monthly basis in an amount not to exceed Six Thousand Dollars (\$6,000) per month and cumulatively not to exceed Twenty Four Thousand dollars (\$24,000) for the term of this Agreement. The Contractor's monthly rates are listed in Exhibit B, "Cost Proposal." Compensation during any extension of this Agreement shall be the same rates as listed in Exhibit B.

Contractor will invoice County on a monthly basis within 10 days after the month ends. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice, supporting documentation and required time studies.

4. INSURANCE

County will provide malpractice insurance through BETA Health only for services provided under this contract. Professional conduct outside the provisions of this agreement is solely the responsibility of Contractor and is not covered by malpractice insurance provided by County.

Contractor shall provide at his/her own expense and maintain at all times **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$300,000 for bodily injury and \$100,000 for property damage, and shall provide evidence of such insurance to the county as may be required by the Risk Manager of the County, if applicable. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles. Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change this insurance policy.

If at any time of said policy shall be unsatisfactory to the County, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Risk Manager for approval, and submit a certificate thereof as hereinabove provided. Failure of the Contractor to furnish, deliver or maintain such insurance and certificates as above provided shall be considered a material breach of this Agreement, and upon such event, this Agreement, at the election of the County, may be forthwith declared terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification. Best's rating of A or with approval of the Risk Manager.

5. HOLD HARMLESS/INDEMNIFICATION

Each party shall indemnify and hold the other harmless against all actions, claims, demands and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. INDEPENDENT CONTRACTOR

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim s/he may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and s/he shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

8. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

COUNTY OF LAKE
County of Lake Health Services
Denise Pomeroy, Director
922 Bevins Court
Lakeport, CA 95453

CONTRACTOR
Gary Pace, M.D.
7234 Bodega Ave.
Sebastopol, CA 95472

9. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

10. NONDISCRIMINATION

Contractor shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

11. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

12. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Lake Health Services Department Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

13. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

14. TERMINATION AND RIGHTS UPON TERMINATION

- A. This agreement may be terminated upon mutual written consent of the Parties, or as a remedy available at law or in equity.

Upon termination prior to the full and satisfactory completion of Contractor's performance under this Agreement, County shall not be liable to pay Contractor the total compensation set forth in paragraph 3 of this Agreement, but Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement.

- B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

15. NO WAIVER

The failure to exercise any right to enforce any remedy contained in the Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

16. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lake, State of California.

17. CAPTIONS

The captions of the Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. NUMBER AND GENDER

In the Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

19. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

20. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in the Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same Instrument.

22. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of the Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

23. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

24. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

25. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly forgoes any such consultation.

26. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any Representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or facts provided by the other party.

27. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

28. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF LAKE

CONTRACTOR

Denise Pomeroy
Health Services Director

Gary Pace, M.D.

APPROVED AS TO FORM:

Anita L. Grant
County Counsel



COUNTY OF LAKE

Health Services Department
922 Bevins Court
LAKEPORT, CALIFORNIA 95453-9739
Telephone 707/263-1090
Fax 707/263-4395

Denise Pomeroy
Health Services Director

Sara Goldgraben, MD, MPH, MBA
Health Officer

Erin Gustafson, MD
Deputy Health Officer

Promoting an Optimal State of Wellness in Lake County

Exhibit A Scope of Work

- I. Each county in California is required by State law to appoint a physician as its local Health Officer. The Health Officer is appointed by the Board of Supervisors, and by state statute has responsibility for enforcing local health orders and ordinances, regulations prescribed by the California Department of Public Health (CDPH), and state statutes relating to public health. Applicable statutes and regulations include, but are not limited to the public health statutes listed in the California Health and Safety Code and California Code of Regulations (CCR). All legally appointed Health Officers are members of the California Conference of Local Health Officers (CCLHO), which reviews and approves some of the regulations that CDPH promulgates. Regulations enacted by the CDPH prescribe minimum standards for local health departments to observe. Those standards are set forth in Title 17 CCR §1276. In addition to the duties established by State statutes, the Health Officer is also responsible for providing public health leadership for the community, for informing the Board of Supervisors on community health, and acting as the point of contact for community leaders to provide expert advice and opinion on medical and public health issues. He/she is responsible for: assessing the community's health status, directing the local government's mandated public health protection function, and for providing public health policy leadership. The Health Officer must also legally respond to public health emergencies. The outlined tasks of the Lake County Health Officer require consistent and timely availability for professional consultation, policy formulation, and knowledgeable decision making. The Contractor will provide local Health Officer duties for the County of Lake.
- II. The Interim Health Officer is a contracted position appointed by the Board of Supervisors and reports administratively on a day-to-day basis to the Health Services Director.
- III. Contractor will have the ability to perform work remotely and/or be on-site at the Lake County Public Health Department, located at: 922 Bevins Court Lakeport, CA 95353 an average of one day per week or four days per month although certain functions may require travel to various locations within the County.
- IV. The Contractor will provide administrative and non-administrative local Health Officer services. The duties in section "V" are identified as important to public health in general, but expectations of the contractor during the term of this agreement are limited to priorities identified by the Health Services Director and supported by resources.
- V. Primary duties fall into the following administrative and non-administrative functions and/or tasks including but not limited to:
 1. Direct Supervision of the Deputy Health Officer, medical direction of nursing staff in the provision of clinical services
 2. Serves as a primary spokesperson on behalf of Health Services Department for public health

and medical matters to the community and Board of Supervisors

3. Has a role specified in law for the Medical Health Operational Area Coordinator (MHOAC) functions, which can be delegated to the Deputy Health Officer with oversight. In the event there is a regional disaster involving both Lake and Mendocino counties at the same time, the Interim Health Officer's primary position in Mendocino County will take priority and the Deputy Health Officer will be the delegated MHOAC for Lake County.
4. Has authority to declare a Local Public Health Emergency. The renewal of the proclamation can be assigned to a designee
5. Official registrar for Vital Records (Birth/Death/Fetal Death)
6. Oversight of Communicable Disease investigations and legal authorities for disease control measures, includes detection, assessments and consultations which can be delegated to the Deputy Health Officer with oversight
7. Immunizations require a licensed physician to write the standing order for Public Health nurses to vaccinate. The Health Officer, or qualified designee, is the "Provider of Record" for the Immunization Assistance Program (IAP), which can be delegated to the Deputy Health Officer with oversight.
8. Sign off on permits for non-diagnostic test permits
9. The Health Officer must approve discharges of suspect or known active tuberculosis cases from hospitals and county jail. ("Gotch" form)
10. Provides medical authority and direction for local public health screening functions
11. Epidemiological investigations, monitoring and assessments, which can be delegated to the Deputy Health Officer with oversight
12. The Health Officer works in close cooperation with the Environmental Health Director as necessary to address environmental health hazards
13. After-hours on-call response for public health related emergencies and reportable communicable disease cases (Delegated to Deputy Health Officer with Health Officer as backup and oversight)
14. Consultation/Collaboration with other Lake County Community agencies (e.g. Animal Control, Vector Control, Air Quality, local hospitals/clinics, health facilities fire districts and law enforcement) regarding medical and public health matters
15. Participation in administrative and community meetings, as requested by the Health Services Director
16. Coordination of public health messages with the county public information officer
17. Provision of consultation and/or leadership for public health oriented grant projects
18. Time study activities as required by department policy and/or state and federal grant programs
19. Public Health Emergency Preparedness protocol development, application and exercise participation
20. Assist with oversight of Lake County Jail Medical Services contract, including participation in scheduled quality assurance meetings
21. Assures that annual health officer inspections of local detention facilities are conducted utilizing Title 15 minimum standards and California Board of State and Community Corrections checklists. Title 15 inspections could be contracted with the Institute for Medical Quality (IMQ)
22. Participates in local, regional and state Health Officer activities which can be delegated to Deputy Health Officer
23. Provision of consultation and assistance with local regulation development as necessary related to public health
24. Provides direction and support to educational programs for the public schools regarding health issues
25. Representation of the Public Health Department at various local health oriented activities, meetings, work groups, coalitions and commissions

**COUNTY OF LAKE**

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Promoting an Optimal State of Wellness in Lake County

**Exhibit B
Cost Proposal**

- I. Contractor shall preform services described in Exhibit A, "Scope of Work" for the following rate.
- a. A flat rate of \$250.00 per week for 24/hour on call coverage and signature authority. Not to exceed \$1,000 per month.
 - b. A rate of \$125.00 per hour for all work performed as the Interim Public Health Officer. Reimbursement shall include remote work and/or working on-site or in county at an average of one day per week or an average of four days within a month. Not to exceed \$5,000.00 per month.
 - c. Total combined compensation is not to exceed \$6,000 per month and cumulatively not to exceed \$24,000.00 for the term of the agreement.