

**AGREEMENT FOR PROFESSIONAL SERVICES
Designated-Alternate Health Officer Services**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of March, 2020, by and between the County of Lake, a political subdivision of the State of California, ("County") and Dr. Charles Evans, a licensed physician ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

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 prescribed, inter alia, in the Health and Safety Code section 120100 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 CONTRACTOR desire to provide temporary Health Officer Coverage for the County when the Health Officer is temporarily unavailable.

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

1. TERM

The term of this Agreement shall commence on March 1, 2020, and will terminate June 30, 2021, unless renewed in writing prior to the termination date. Both parties can extend the agreement annually with mutual written agreement.

2. SERVICES

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement, the Agreement shall prevail.

Exhibit A – Scope of Work

Exhibit B – Cost Proposal

Exhibit C – Compliance Provisions

Policy and Procedure- Delegation of Authority to Declare a Local Public Health Emergency

Scope of Practice of Alternate Public Health Officer

Exhibit D – Designated Alternate Public Health Officers, County of Lake

3. COMPENSATION

Contractor shall be compensated for services performed on a monthly basis, compensation not to exceed Ten Thousand dollars (\$10,000) for the term of this Agreement. The Contractor's compensation rates are listed in Exhibit B, "Cost Proposal." Compensation during any renewal 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
Charles Evans, M.D.
433 North Street
Healdsburg, 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

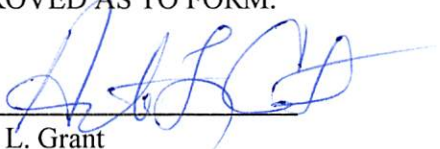
CONTRACTOR

By: 

Denise Pomeroy
Health Services Director

Charles Evans, 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

Gary Pace, MD, MPH
Public Health Officer

Promoting an Optimal State of Wellness in Lake County

Exhibit A Scope of Work

- I. Through this agreement the Health Officer of Lake County, or other authorized person, may request the Contractor to carry out the functions as Alternate Health Officer for a duration of time while the Health Officer is unavailable. Requested dates and times will be mutually agreed upon in writing between the County and Contractor. The Contractor acting as Alternate Public Health Officer shall have all of the powers and duties of the appointed Health Officer when providing coverage for County.
- II. The Alternate Public Health Officer is a contracted position approved 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. Certain functions may require travel to various locations within the County.
- IV. The Contractor will provide administrative and non-administrative local Alternate 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 on call support and/or priorities identified by Board of Supervisors and/or 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) 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 back up MHOAC with oversight
 - 4) Has authority to declare a Local Public Health Emergency. The renewal of the proclamation can be assigned to a designee
 - 5) 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

- 6) 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)
- 7) Sign off on permits for non-diagnostic test permits
- 8) The Health Officer must approve discharges of suspect or known active tuberculosis cases from hospitals and county jail. ("Gotch" form)
- 9) Provides medical authority and direction for local public health screening functions
- 10) Epidemiological investigations, monitoring and assessments.
- 11) The Health Officer works in close cooperation with the Environmental Health Director as necessary to address environmental health hazards
- 12) After-hours on-call response for public health related emergencies and reportable communicable disease cases
- 13) 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
- 14) Coordination of public health messages with the county public information officer
- 15) Time study activities as required by department policy and/or state and federal grant programs
- 16) Public Health Emergency Preparedness protocol development, application and exercise participation
- 17) Assist with oversight of Lake County Jail Medical Services contract, including participation in scheduled quality assurance meetings
- 18) Provision of consultation and assistance with local regulation development as necessary related to public health
- 19) Provides direction and support to educational programs for the public schools regarding health issues
- 20) Representation of the Public Health Department at various local health oriented activities, meetings, work groups, coalitions and commissions, as requested



COUNTY OF LAKE

Health Services Department
Public Health Division
922 Bevins Court
Lakeport, California 95453-9739
Telephone 707/263-1090
FAX 707/263-4395

Denise Pomeroy
Health Services Director

Gary Pace, MD
Health Officer

Carolyn Holladay, PHN
Public Health Nursing Director

Iyesha Miller
Public Health Program Manager

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 \$75.00 per each 24/hour shift of on call coverage, (8AM to 8AM), signature authority and remote work. Times and days are to be prearranged and agreed upon in writing with the Public Health Officer and Contractor with notification to the Health Services Director.
 - b. A rate of \$100.00 per hour for working on-site or in county and/or remote work when acting as Alternate Public Health Officer as pre-arranged in the absence of the Public Health Officer.
 - c. Mileage and travel time not included in rates.
 - d. Total compensation not to exceed \$10,000.00 per year.

EXHIBIT C – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. **INDEMNIFICATION AND HOLD HARMLESS.** Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

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

6. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

10. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at

assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

11. **PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

12. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

13. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

14. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

16. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

17. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

18. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

19. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.



COUNTY OF LAKE

Health Services Department

Public Health Division

922 Bevins Court

Lakeport, California 95453-9739

Telephone 707/263-1090

FAX 707/263-4395

Denise Pomeroy
Health Services Director

Gary Pace, MD
Health Officer

Carolyn Holladay, PHN
Public Health Nursing Director

Iyesha Miller
Public Health Program Manager

Promoting an Optimal State of Wellness in Lake County

HEALTH SERVICES DEPARTMENT Public Health Division

Division: Public Health

Policy: Delegation of Authority to Declare a Local Public Health Emergency

Purpose: 1) To determine who has the authority to declare a public health emergency in the absence of the Public Health Officer (PHO)

2) To define the alternate's scope of practice

Procedure:

1. The Public Health Officer (PHO) retains all designated authorities and responsibilities until such time as he/she delegates them or is relieved of such by the county Board of Supervisors.
2. All delegation of authority is subject to contract approval from the Board of Supervisors with administrative and fiscal approval from the Director of the Health Services.
3. The Chair of the Board of Supervisors, County Administrative Officer and the county Director of Emergency Services will be informed of the delegated designee.
4. In the absence of the Public Health Officer, the PHO will specifically delegate, in writing, his/her alternate, specifying the time period of delegation. **Exhibit A** specifies the preferred order of designated alternates.

Scope of Practice of Alternate Public Health Officer:

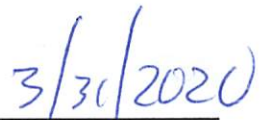
1. The Alternate PHO has all the full scope of practice of the Public Health Officer during his/her absence.
2. In the absence of the PHO (MHOAC) the Health Services Director as designated back up MHOAC will coordinate the emergency response. She/he, will consult with the Contracted Professional Medical Consultant, Public Health staff, and Emergency Preparedness Team.
3. If the PHO is unavailable to delegate authority, the Director of the Health Services will do so in accordance with this Policy and Procedure.

REFERENCE:


Abbott DA and McGurk JS: Authority and Responsibility of Local Public Health Office in Emergencies and Disasters, Ca. Department of Health Services, 1998.




Gary Pace, MD
Public Health Officer



Date



Denise Pomeroy
Health Services Director



Date

EXHIBIT D

**Designated Alternate Public Health Officers
County of Lake**

Charlie Evans, MD
Professional Medical Consultant, Health Services Department